

SERFF Tracking Number:	APST-125348979	State:	Arkansas
Filing Company:	AIPSO	State Tracking Number:	EFT \$75
Company Tracking Number:			
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	AR 07-03		
Project Name/Number:	Personal Auto Policy/		

## Filing at a Glance

Company: AIPSO	SERFF Tr Num: APST-125348979	State: Arkansas
Product Name: AR 07-03	SERFF Status: Closed	State Tr Num: EFT \$75
TOI: 19.0 Personal Auto	Co Tr Num:	State Status: FEES RECEIVED
Sub-TOI: 19.0001 Private Passenger Auto (PPA)		
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
	Author: Becky Kotch	Disposition Date: 11/08/2007
	Date Submitted: 11/06/2007	Disposition Status: Approved
Effective Date Requested (New):		Effective Date (New): 02/01/2008
Effective Date Requested (Renewal):		Effective Date (Renewal):

## General Information

Project Name: Personal Auto Policy	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/08/2007	
State Status Changed: 11/06/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

We recommend the following:

1. Adopting the January 2005 edition of the Personal Auto Policy and related endorsements. We have developed the revised endorsements and manual rules to be utilized in introducing the January 2005 edition of the Personal Auto Policy to the Arkansas Automobile Insurance Plan.
2. Amending the private passenger endorsements to reflect the requirement that every motor vehicle liability, bodily injury, physical damage, UM/UIM insurance policy extend coverage on a primary basis to vehicles rented or leased from a rental company and operated by the insured individual and its occupants for a period not to exceed 90 days.

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## Company and Contact

### Filing Contact Information

Becky Kotch, Product Analyst

302 Central Avenue

Johnston, RI 02919

becky.kotch@aipso.com

(800) 827-6302 [Phone]

(401) 528-1351[FAX]

### Filing Company Information

AIPSO

302 Central Avenue

Johnston, RI 02919

(401) 946-2310 ext. 1319[Phone]

CoCode: -99

Group Code: -99

Group Name:

FEIN Number: 13-2732270

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State of Domicile: Rhode Island

Company Type:

State ID Number:

## Filing Fees

Fee Required? Yes

Fee Amount: \$75.00

Retaliatory? No

Fee Explanation: \$25.00 - rules

\$50.00 - forms

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AIPSO	\$75.00	11/06/2007	16496064

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	11/08/2007	11/08/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	11/06/2007	11/06/2007			
Industry						
Response						

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Response to Objection Letter - Effective Date	Note To Reviewer	Becky Kotch	11/07/2007	11/07/2007

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## **Disposition**

Disposition Date: 11/08/2007

Effective Date (New): 02/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Personal Auto Policy	Approved	Yes
Form	Trailer/Camper Body Coverage	Approved	Yes
Form	Extended Non-Owned Coverage-- Vehicles Furnished or Available for Regular Use	Approved	Yes
Form	Extended Non-Owned Coverage-- Vehicles Furnished or Available for Use as Public or Livery Conveyances	Approved	Yes
Form	Suspension of Insurance	Approved	Yes
Form	Reinstatement of Insurance	Approved	Yes
Form	Customizing Equipment Coverage	Approved	Yes
Form	Miscellaneous Type Vehicle Endorsement	Approved	Yes
Form	Amendment of Policy Provisions-- Arkansas	Approved	Yes
Form	Named Non-Owner Coverage--Arkansas	Approved	Yes
Form	Single Liability Limit	Approved	Yes
Form	Underinsured Motorists Coverage-- Arkansas	Approved	Yes
Form	Uninsured Motorists Coverage--Arkansas	Approved	Yes
Form	Personal Injury Protection Coverage-- Arkansas	Approved	Yes
Rate	Exhibit D	Approved	Yes

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## **Objection Letter**

Objection Letter Status      Pending Industry Response

Objection Letter Date      11/06/2007

Submitted Date      11/06/2007

Respond By Date

Dear Becky Kotch,

    This will acknowledge receipt of the captioned filing. What is the effective date for this filing?

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

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**Note To Reviewer**

**Created By:**

Becky Kotch on 11/07/2007 06:55 AM

**Subject:**

Response to Objection Letter - Effective Date

**Comments:**

Dear Alexa Grissom,

We are requesting the first day of the third month upon approval rather than a specific date to give companies time to prepare for the new forms, etc. Please let me know if this presents a problem.

Becky

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Personal Auto Policy	PP 00 01	01 05	Policy/Coverage Form	Replaced Form #:0.00 PP 00 01 06 98 Previous Filing #:		PP 00 01 01 05dec&inst.pdf PP 00 01 06 98.pdf
Approved	Trailer/Camper Body Coverage	AIP 03 28	04 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AIP 03 28 06 98 Previous Filing #:		AIP 03 28 06 98.pdf AIP 03 28 04 07.pdf
Approved	Extended Non-Owned Coverage-- Vehicles Furnished or Available for Regular Use	AIP 10 92	04 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PP 03 06 06 94 Previous Filing #:		AIP 10 92 04 07.pdf PP 03 06 06 94.pdf
Approved	Extended Non-Owned Coverage-- Vehicles Furnished or Available for Use as Public or Livery Conveyances	Alp 10 93	04 07	Endorsement/Amendment/Conditions		0.00	AIP 10 93 04 07.pdf
Approved	Suspension of Insurance	AIP 11 01	10 06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AIP 11 01 08 86 Previous Filing #:		AIP 11 01 10 06.pdf AIP 11 01 08 86.pdf
Approved	Reinstatement of Insurance	AIP 11 02	10 06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AIP 11 02 08 86 Previous Filing #:		AIP 11 02 08 86.pdf AIP 11 02 10 06.pdf



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Approved	Customizing Equipment Coverage	AIP 11 48 10 06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AIP 11 48 06 98 Previous Filing #:	AIP 11 48 10 06.pdf AIP 11 48 06 98.pdf
Approved	Miscellaneous Type Vehicle Endorsement	AIP 11 53 10 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AIP 11 53 06 98 Previous Filing #:	AIP 11 53 06 98.pdf AIP 11 53 10 07.pdf
Approved	Amendment of Policy Provisions--Arkansas	AIP 12 63 10 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AIP 12 63 10 03 Previous Filing #:	AIP 12 63 10 07.pdf AIP 12 63 10 03.pdf
Approved	Named Non-Owner Coverage--Arkansas	AIP 13 03 10 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AIP 13 03 06 98 Previous Filing #:	AIP 13 03 06 98.pdf AIP 13 03 10 07.pdf
Approved	Single Liability Limit	PP 03 09 01 05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PP 03 09 06 98 Previous Filing #:	PP 03 09 01 05.pdf PP 03 09 06 98.pdf
Approved	Underinsured Motorists Coverage--Arkansas	PP 04 34 10 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PP 04 34 01 05 Previous Filing #:	PP 04 34 01 05.pdf PP 04 34 10 07.pdf
Approved	Uninsured Motorists Coverage--Arkansas	PP 04 95 10 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PP 04 95 11 05 Previous Filing #:	PP 04 95 10 07.pdf PP 04 95 11 05.pdf
Approved	Personal Injury Protection Coverage--Arkansas	PP 05 82 10 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PP 05 82 06 94 Previous Filing #:	PP 05 82 06 94.pdf PP 05 82 10 07.pdf



## **GENERAL INSTRUCTIONS**

### **Personal Auto Policy**

1. Standard Language

The provisions of the policy are in standard language and may not be amended except as indicated in these instructions.

2. Optional Sequence and Arrangement

The Parts of the policy and the provisions of the Parts and declarations page may appear in any sequence or arrangement the company elects.

3. Optional Provisions

- a. Matter on the advisory declarations page is optional with the company. Matter may be added, omitted, or amended on the declarations pages as a company elects. Companies may use their own declarations pages.
- b. Provisions that pertain to Liability, Medical Payments and Uninsured Motorists Coverage may be deleted if only Coverage for Damage to Your Auto is provided.
- c. The company name may be inserted to replace the words "the Company".
- d. Defined terms may be italicized or boldfaced instead of being placed in quotation marks. If done, appropriate reference should be made in the policy.
- e. The use of a schedule and the form and arrangement of the matter contained in any schedule is optional with the company, provided that the substance of the schedule is included in either a different form of schedule or elsewhere in the policy using appropriate connective language where necessary.
- f. The provisions of endorsements may be incorporated into the policy at the election of the company.
- g. Mutual companies, participating stock companies and reciprocal associations may add special provisions applying to their members or policyholders.
- h. The following language is to be incorporated into the policy or the declarations page if the policy is written on a continuous basis or without a fixed expiration date:

**PREMIUM**

The premium stated in the declarations is the initial premium for this policy. On each renewal, continuation or anniversary of the effective date of this policy the premium shall be computed by us in accordance with our manuals then in use.

**PRIVATE PASSENGER AUTO INSURANCE POLICY  
ADVISORY POLICY DECLARATIONS**

Policy Number			Policy Period from _____ to _____ 12:01 A.M. standard time				
1. <b>Named Insured(s) and mailing address</b>				Producer of record's name and mailing address			
The auto(s), trailer(s), and camper body(ies) described on this Policy Declarations are principally garaged at the above address unless otherwise stated.							
Insured's Occupation							
2. <b>Description of auto(s), trailer(s) and camper body(ies)</b>							
Auto	Year	Make	Model	Body Type	Vehicle Identification Number		
Auto	Use						
			miles				
	<input type="checkbox"/> Pleasure <input type="checkbox"/> Pleasure <input type="checkbox"/> Pleasure <input type="checkbox"/> Pleasure	<input type="checkbox"/> Business <input type="checkbox"/> Business <input type="checkbox"/> Business <input type="checkbox"/> Business	<input type="checkbox"/> Drive to or from work or school _____ <input type="checkbox"/> Drive to or from work or school _____ <input type="checkbox"/> Drive to or from work or school _____ <input type="checkbox"/> Drive to or from work or school _____				
3. <b>Coverages</b>							
<b>Limits</b>							
	<b>Liability Coverage</b>			<b>Uninsured Motorists Coverage</b>			
	Bodily Injury	Property Damage		Bodily Injury			
	\$ _____ Each Per-	\$ _____ Each Accident		\$ _____ Each Person			
	\$ _____ Each Acci-			\$ _____ Each Accident			
	<b>Medical Payments Coverage</b>						
	\$ _____ Each Person						
		Auto 1	Auto 2	Auto 3	Auto 4		
		Actual Cash Value minus	Actual Cash Value minus	Actual Cash Value minus	Actual Cash Value minus		
	<b>Collision</b>	\$ _____ Deductible	\$ _____ Deductible	\$ _____ Deductible	\$ _____ Deductible		
	<b>Comprehensive</b>	\$ _____ Deductible	\$ _____ Deductible	\$ _____ Deductible	\$ _____ Deductible		
4. <b>Premiums</b>							
Auto	Liability Coverage		Medical Pay- ments Cover-	Uninsured Motorists	Collision	Comprehensive	Auto Pre- mium
	Bodily Injury	Property Dam- age		Bodily Injury			
5. <b>Loss Payee</b>							
<b>Total Premium</b>							

## PERSONAL AUTO POLICY

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### AGREEMENT

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In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

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### DEFINITIONS

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- A.** Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
  2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

- B.** "We", "us" and "our" refer to the Company providing this insurance.

- C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.

- E.** "Business" includes trade, profession or occupation.

- F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

- G.** "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

- H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.

- I.** "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or

2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

- J.** "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

- K.** "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
      - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

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## PART A – LIABILITY COVERAGE

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### INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
  2. Any person using "your covered auto".
  3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

### SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

## EXCLUSIONS

### A. We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or
  - c. In the care of;
 that "insured".

This Exclusion **(A.3.)** does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.5.)** does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion **(A.6.)** does not apply to the ownership, maintenance or use of "your covered auto" by:
  - a. You;
  - b. Any "family member"; or
  - c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

This Exclusion **(A.7.)** does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in **a.** or **b.** above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.8.)** does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

### B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:
  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.
 This Exclusion **(B.1.)** does not apply:
  - a. While such vehicle is being used by an "insured" in a medical emergency;
  - b. To any "trailer"; or
  - c. To any non-owned golf cart.
2. Any vehicle, other than "your covered auto", which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
3. Any vehicle, other than "your covered auto", which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".

However, this Exclusion **(B.3.)** does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
  - b. Furnished or available for the regular use of a "family member".
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
- a. Competing in; or
  - b. Practicing or preparing for;
- any prearranged or organized racing or speed contest.

#### **LIMIT OF LIABILITY**

- A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the auto accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **B** or Part **C** of this policy; or

2. Any Underinsured Motorists Coverage provided by this policy.

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A.** If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B.** No one will be entitled to duplicate payments for the same elements of loss.

#### **FINANCIAL RESPONSIBILITY**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

#### **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

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### **PART B – MEDICAL PAYMENTS COVERAGE**

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#### **INSURING AGREEMENT**

- A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
1. Caused by accident; and
  2. Sustained by an "insured".
- We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B.** "Insured" as used in this Part means:

1. You or any "family member":
  - a. While "occupying"; or
  - b. As a pedestrian when struck by;  
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".



## EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".However, this Exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.

10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination.
11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for;any prearranged or organized racing or speed contest.

## LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
  1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  1. Part A or Part C of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.

## OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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## PART C – UNINSURED MOTORISTS COVERAGE

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### INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" are "occupying"; or
  - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".

2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

### EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

## LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

3. If the coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## ARBITRATION

- A.** If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B.** Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

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## PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

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### INSURING AGREEMENT

**A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

**B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

**C.** "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;

d. Loss; or

e. Destruction.

### TRANSPORTATION EXPENSES

**A.** In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
  - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
  - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
  - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

**B.** Subject to the provisions of Paragraph **A.**, if the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
  - a. Beginning 48 hours after the theft; and
  - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

## EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil war;
  - e. Insurrection; or
  - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
  - a. Radios and stereos;
  - b. Tape decks;
  - c. Compact disk systems;
  - d. Navigation systems;
  - e. Internet access systems;
  - f. Personal computers;
  - g. Video entertainment systems;
  - h. Telephones;
  - i. Televisions;
  - j. Two-way mobile radios;
  - k. Scanners; or
  - l. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.

6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".

7. Loss to:
  - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
  - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1) Cooking, dining, plumbing or refrigeration facilities;
    - (2) Awnings or cabanas; or
    - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
  - b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
    - (1) Acquire during the policy period; and
    - (2) Ask us to insure within 14 days after you become the owner.
8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
  9. Loss to equipment designed or used for the detection or location of radar or laser.
  10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
    - a. Special carpeting or insulation;
    - b. Furniture or bars;
    - c. Height-extending roofs; or
    - d. Custom murals, paintings or other decals or graphics.

This Exclusion (10.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;

- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 12. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for; any prearranged or organized racing or speed contest.
- 13. Loss to, or loss of use of, a "non-owned auto" rented by:
  - a. You; or
  - b. Any "family member";
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

#### **LIMIT OF LIABILITY**

- A. Our limit of liability for loss will be the lesser of the:
  - 1. Actual cash value of the stolen or damaged property; or
  - 2. Amount necessary to repair or replace the property with other property of like kind and quality.
 However, the most we will pay for loss to:
  - 1. Any "non-owned auto" which is a trailer is \$1500.
  - 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

#### **NO BENEFIT TO BAILEE**

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the "non-owned auto";
- 2. Any other applicable physical damage insurance;
- 3. Any other source of recovery applicable to the loss.

#### **APPRAISAL**

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
  - 1. Pay its chosen appraiser; and
  - 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

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## PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
  - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  - 3. Submit, as often as we reasonably require:
    - a.** To physical exams by physicians we select. We will pay for these exams.
    - b.** To examination under oath and subscribe the same.
  - 4. Authorize us to obtain:
    - a.** Medical reports; and

- b.** Other pertinent records.

- 5. Submit a proof of loss when required by us.

**C.** A person seeking Uninsured Motorists Coverage must also:

- 1. Promptly notify the police if a hit-and-run driver is involved.
- 2. Promptly send us copies of the legal papers if a suit is brought.

**D.** A person seeking Coverage For Damage To Your Auto must also:

- 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
- 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
- 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

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## PART F – GENERAL PROVISIONS

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### BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

### CHANGES

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  - 1. The number, type or use classification of insured vehicles;
  - 2. Operators using insured vehicles;
  - 3. The place of principal garaging of insured vehicles;
  - 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

**C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- 1. A subsequent edition of your policy; or
- 2. An Amendatory Endorsement.

### FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

### LEGAL ACTION AGAINST US

**A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:

- 1. We agree in writing that the "insured" has an obligation to pay; or
- 2. The amount of that obligation has been finally determined by judgment after trial.

- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

#### **OUR RIGHT TO RECOVER PAYMENT**

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this Paragraph **(A.)** do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

#### **POLICY PERIOD AND TERRITORY**

- A.** This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

- B.** The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

#### **TERMINATION**

##### **A. Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice:
    - (1) If cancellation is for nonpayment of premium; or

- (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or

- b. At least 20 days notice in all other cases.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:

- a. For nonpayment of premium; or

- b. If your driver's license or that of:

- (1) Any driver who lives with you; or

- (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or

- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or

- c. If the policy was obtained through material misrepresentation.

##### **B. Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

##### **C. Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.



#### **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

- B.** Coverage will only be provided until the end of the policy period.

#### **TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

## PERSONAL AUTO POLICY

## AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

## DEFINITIONS

- A.** Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
  2. The spouse if a resident of the same household.
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:
1. The end of 90 days following the spouse's change of residency;
  2. The effective date of another policy listing the spouse as a named insured; or
  3. The end of the policy period.
- B.** "We", "us" and "our" refer to the Company providing this insurance.
- C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
  2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E.** "Business" includes trade, profession or occupation.
- F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G.** "Occupying" means:
1. ~~in~~;
  2. ~~u~~Upon; or
  3. ~~g~~Getting in, on, out or off
- H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I.** "Trailer" means a vehicle designed to be pulled by a:
1. Private passenger auto; or

2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

- J.** "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

- K.** "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or

- b. A pickup or van, for which no other insurance policy provides coverage, that:

- (1) Has a Gross Vehicle Weight Rating of less than 10,000 lbs. or less; and

- (2) Is not used for the delivery or transportation of goods and materials unless such use is:

- (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

- (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

(1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

(1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

## PART A – LIABILITY COVERAGE

### INSURING AGREEMENT

A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

B. "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

### SUPPLEMENTARY PAYMENTS

~~In addition to our limit of liability, We~~ we will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.

5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

## EXCLUSIONS

A. We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or
  - c. In the care of;that "insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
  - a. You;
  - b. Any "family member"; or
  - c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion **(B.3.)** does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
  - b. Furnished or available for the regular use of a "family member".
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
- a. Competing in; or
  - b. Practicing or preparing for;
- any prearranged or organized racing or speed contest.

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **B** or Part **C** of this policy; or

2. Any Underinsured Motorists Coverage provided by this policy.

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

#### **FINANCIAL RESPONSIBILITY**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

#### **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

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### **PART B – MEDICAL PAYMENTS COVERAGE**

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#### **INSURING AGREEMENT**

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
1. Caused by accident; and
  2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. "Insured" as used in this Part means:

1. You or any "family member":
  - a. While "occupying"; or
  - b. As a pedestrian when struck by;  
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

## EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".However, this Exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:

- a. Private passenger auto;
- b. Pickup or van that you own; or
- c. "Trailer" used with a vehicle described in a. or b. above.

9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.

10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for; any prearranged or organized racing or speed contest.

## LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part A or Part C of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

## OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

## PART C – UNINSURED MOTORISTS COVERAGE

### INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" are "occupying"; or
  - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".

2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

### EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment. ~~without our consent.~~
2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

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### LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.

### OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

3. If the coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

### ARBITRATION

- A.** If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B.** Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

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## PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

### INSURING AGREEMENT

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

### TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:

a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.

b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:

a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".

b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. Subject to the provisions of Paragraph A., if the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:

a. Beginning 48 hours after the theft; and

b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

C. Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

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## EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil war;
  - e. Insurrection; or
  - f. Rebellion or revolution.

4. ~~Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:~~

- a. ~~Radios and stereos;~~
- b. ~~Tape decks; or~~
- c. ~~Compact disc players.~~

~~This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:~~

- a. ~~The equipment is permanently installed in "your covered auto" or any "non-owned auto"; or~~
- b. ~~The equipment is:~~

- (1) ~~Removable from a housing unit which is permanently installed in the auto;~~
- (2) ~~Designed to be solely operated by use of the power from the auto's electrical system; and~~
- (3) ~~In or upon "your covered auto" or any "non-owned auto" at the time of loss.~~

45. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals ~~and any accessories used with such equipment~~. This includes but is not limited to:

- a. Radios and stereos;
- b. Tape decks;
- c. Compact disk systems;
- d. Navigation systems;
- e. Internet access systems;
- f. Personal computers;
- g. Video entertainment systems;
- h. Telephones;
- i. Televisions;
- j. Two-way mobile radios;
- k. Scanners; or
- l. Citizens band radios.

- a. ~~Citizens band radios;~~
- b. ~~Telephones;~~
- c. ~~Two-way mobile radios;~~
- d. ~~Scanning monitor receivers;~~
- e. ~~Television monitor receivers;~~
- f. ~~Video cassette recorders;~~
- g. ~~Audio cassette recorders; or~~
- h. ~~Personal computers.~~

This Exclusion (45.) does not apply to

- a. ~~Any electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto", necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or~~
- b. ~~A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.~~

56. Loss to tapes, records, ~~discs~~ disks or other media used with equipment described in Exclusions 4. and 5.

67. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (67.) does not apply to the interests of Loss Payees in "your covered auto".

78. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or

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b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:

(1) Cooking, dining, plumbing or refrigeration facilities;

(2) Awnings or cabanas; or

(3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (73.) does not apply to a:

a. "Trailer", and its facilities or equipment, which you do not own; or

b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:

(1) Acquire during the policy period; and

(2) Ask us to insure within 14 days after you become the owner.

89. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

940. Loss to equipment designed or used for the detection or location of radar or laser.

1044. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

- a. Special carpeting or insulation;
- b. Furniture or bars;
- c. Height-extending roofs; or
- d. Custom murals, paintings or other decals or graphics.

This Exclusion (1044.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

1142. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

1243. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:

a. Competing in; or

b. Practicing or preparing for; any prearranged or organized racing or speed contest.

1344. Loss to, or loss of use of, a "non-owned auto" rented by:

a. You; or

b. Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

#### LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or

2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$500. \$1500.

2. Electronic ~~Equipment that reproduces receives or transmits audio, visual or data signals, which is permanently installed designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in the auto in locations not used by the auto manufacturer for installation of such equipment or accessories,~~ is \$1,000.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or

2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

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## NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

## OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

## APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

## PART E – DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy ~~unless there has been full compliance with the following duties: if the failure to comply with the following duties is prejudicial to us:~~

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
  1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require:
    - a. To physical exams by physicians we select. We will pay for these exams.
    - b. To examination under oath and subscribe the same.
  4. Authorize us to obtain:
    - a. Medical reports; and

b. Other pertinent records.

5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

## PART F – GENERAL PROVISIONS

### BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

### CHANGES

A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles;

**3. The place of principal garaging of insured vehicles;**

**4. Coverage, deductible or limits.**

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

**C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

**1. A subsequent edition of your policy; or**

**2. An Amendatory Endorsement.**

**FRAUD**

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

**LEGAL ACTION AGAINST US**

**A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:

1. We agree in writing that the "insured" has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

**B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

**OUR RIGHT TO RECOVER PAYMENT**

**A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (**A.**) do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

**B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and

2. Reimburse us to the extent of our payment.

**POLICY PERIOD AND TERRITORY**

**A.** This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

**B.** The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

**TERMINATION**

**A. Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:

**a.** Returning this policy to us; or

**b.** Giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:

**a.** At least 10 days notice:

**(1)** If cancellation is for nonpayment of premium; or

**(2)** If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or

**b.** At least 20 days notice in all other cases.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:

**a.** For nonpayment of premium; or

**b.** If your driver's license or that of:

**(1)** Any driver who lives with you; or

**(2)** Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

**(1)** During the policy period; or

**(2)** Since the last anniversary of the original effective date if the policy period is other than 1 year; or

- c.** If the policy was obtained through material misrepresentation.

**B. Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

**C. Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

**D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

**TRANSFER OF YOUR INTEREST IN THIS POLICY**

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

- B.** Coverage will only be provided until the end of the policy period.

**TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

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POLICY NUMBER:

**PERSONAL AUTO**  
AIP 03 28 ~~06-98~~ 04 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRAILER/CAMPER BODY COVERAGE  
(MAXIMUM LIMIT OF LIABILITY)**

**SCHEDULE**

Description of Vehicle	Limit of Liability		Premium	
	Collision	Other Than Collision	Collision	Other Than Collision
	\$_____Less \$_____Ded.	\$_____Less \$_____Ded.	\$_____	\$_____
	\$_____Less \$_____Ded.	\$_____Less \$_____Ded.	\$_____	\$_____
	\$_____Less \$_____Ded.	\$_____Less \$_____Ded.	\$_____	\$_____

**NOTICE**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- A.** For the purpose of the coverage provided by this endorsement, "your covered auto" means a "trailer" or camper body.
- B.** Exclusion ~~78.~~ of Part **D—Coverage For Damage To Your Auto** does not apply to coverage provided by this endorsement.
- C.** We will pay for direct and accidental loss to:
1. A "trailer" or camper body described in the Schedule or in the Declarations; and
  2. Facilities or equipment designed to be used with the described "trailer" or camper body while in or attached to the "trailer" or camper body. Facilities or equipment include but are not limited to:
    - a. Cooking, dining, plumbing, or refrigeration facilities;
    - b. Awnings or cabanas; or
    - c. Any other facilities or equipment designed to be used with a "trailer" or camper body.
- Collision Coverage is provided for that "trailer" or camper body.
- 2.** "Collision" only if the Schedule or Declarations indicates that Collision Coverage is provided for that "trailer" or camper body.
- D.** The following exclusions are added:
1. We will not pay for loss to:
    - a. Clothing or luggage;
    - b. Business or office equipment; or
    - c. Articles which are sales samples or used in exhibitions.
  2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions ~~4., 5., 6., 9., or 10. or 11.~~ of Part **D**.

We will pay for loss caused by:

1. Other than "collision" only if the Schedule or Declarations indicates that Other Than

- E. With respect to coverage under this endorsement, the **Limit of Liability** Provision of Part **D** is replaced by the following:

**LIMIT OF LIABILITY**

Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the Policy is written.

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**Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording trailer/camper body coverage issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRAILER/CAMPER BODY COVERAGE  
(MAXIMUM LIMIT OF LIABILITY)**

**SCHEDULE**

Description of Vehicle	Limit of Liability		Premium	
	Collision	Other Than Collision	Collision	Other Than Collision
	\$_____Less \$_____Ded.	\$_____Less \$_____Ded.	\$_____	\$_____
	\$_____Less \$_____Ded.	\$_____Less \$_____Ded.	\$_____	\$_____
	\$_____Less \$_____Ded.	\$_____Less \$_____Ded.	\$_____	\$_____

**NOTICE**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- A.** For the purpose of the coverage provided by this endorsement, "your covered auto" means a "trailer" or camper body.
- B.** Exclusion 7. of Part D—**Coverage For Damage To Your Auto** does not apply to coverage provided by this endorsement.
- C.** We will pay for direct and accidental loss to:
1. A "trailer" or camper body described in the Schedule or in the Declarations; and
  2. Facilities or equipment designed to be used with the described "trailer" or camper body while in or attached to the "trailer" or camper body. Facilities or equipment include but are not limited to:
    - a. Cooking, dining, plumbing, or refrigeration facilities;
    - b. Awnings or cabanas; or
    - c. Any other facilities or equipment designed to be used with a "trailer" or camper body.
- Collision Coverage is provided for that "trailer" or camper body.
- 2.** "Collision" only if the Schedule or Declarations indicates that Collision Coverage is provided for that "trailer" or camper body.
- D.** The following exclusions are added:
1. We will not pay for loss to:
    - a. Clothing or luggage;
    - b. Business or office equipment; or
    - c. Articles which are sales samples or used in exhibitions.
  2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 9., or 10. of Part D.

We will pay for loss caused by:

1. Other than "collision" only if the Schedule or Declarations indicates that Other Than

- E. With respect to coverage under this endorsement, the **Limit of Liability** Provision of Part D is replaced by the following:

**LIMIT OF LIABILITY**

Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the Policy is written.

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**Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording trailer/camper body coverage issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED NON-OWNED COVERAGE—VEHICLES FURNISHED  
OR AVAILABLE FOR REGULAR USE**

**SCHEDULE**

Unless otherwise indicated below or in the Declarations, Extended Non-Owned Coverage is applicable only to the individual named in the Schedule or in the Declarations.

Name of  
Individual: \_\_\_\_\_

If indicated below or in the Declarations, Extended Non-Owned Coverage applies to:

☐ Named Individual and "Family Members" (including Named Individual's Spouse)

Coverage is provided where a premium is shown for the coverage.

**Extended Non-Owned Coverage**

**Premium**

Liability	\$ _____
Medical Payments	\$ _____
Total Premium	\$ _____

With respect to the individual(s) and coverages indicated in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

**I. Extended Non-Owned Coverage**

The Extended Non-Owned Coverage provided by this endorsement does not afford coverage under Part **A** and Part **B** of the policy for any accident involving:

- A.** A vehicle owned by an individual named in the Schedule or in the Declarations;
- B.** A vehicle owned by a "family member"; or
- C.** A temporary substitute vehicle for such owned vehicle described in **A.** or **B.** above.

**II. Part A—Liability Coverage**

Part **A** is amended as follows with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

- A.** Exclusion **A.7.** is replaced by the following:
  - A.** We do not provide Liability Coverage for any "insured":

- 7.** Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

This Exclusion (**A.7.**) does not apply to the maintenance or use of a:

- a.** Private passenger auto;
- b.** Pickup or van; or
- c.** "Trailer" used with a vehicle described in **a.** or **b.** above.

- B.** Exclusion **B.2.b.** does not apply to the coverages provided by this endorsement.

- C.** We will provide Liability Coverage for any vehicle, other than "your covered auto", which is furnished or available for the regular use of the named individual.

**III. Part B—Medical Payments Coverage**

Part **B** is amended as follows, if a premium is shown in the Schedule or in the Declarations for Medical Payments Coverage, with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

**A.** Exclusion **5.b.** does not apply to the coverages provided by this endorsement.

**B.** Exclusion **8.** is replaced by the following:  
We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

**8.** Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion **(8.)** does not apply to "bodily injury" sustained while "occupying" a:

**a.** Private passenger auto;

**b.** Pickup or van; or

**c.** "Trailer" used with a vehicle described in **a.** or **b.** above.

**C.** We will provide Medical Payments Coverage for "bodily injury" sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is furnished or available for the regular use of the named individual.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording extended non-owned coverage for vehicles furnished or available for regular use issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED NON-OWNED COVERAGE FOR NAMED INDIVIDUAL — VEHICLES FURNISHED OR  
AVAILABLE FOR REGULAR USE**

**SCHEDULE**

Unless otherwise indicated below or in the Declarations, Extended Non-Owned Coverage is applicable only to the individual named in the Schedule or in the Declarations.

Name of  
Individual: \_\_\_\_\_

If indicated below or in the Declarations, Extended Non-Owned Coverage applies to:

☐ Named Individual and "Family Members" (including Named Individual's Spouse)

Coverage is provided where a premium is shown for the coverage.

**Extended Non-Owned Coverage**

**Premium**

<u>Liability</u>	\$	_____
<u>Medical Payments</u>	\$	_____
<u>Total Premium</u>	\$	_____

With respect to the individual(s) and coverages listed in the Schedule or in the Declarations the provisions of the policy apply unless modified by this endorsement.

**Name of Individual** \_\_\_\_\_ **Premium**

\_\_\_\_\_ **Liability \$** \_\_\_\_\_

\_\_\_\_\_ **Medical Payments \$** \_\_\_\_\_

\_\_\_\_\_ **Total Premium \$** \_\_\_\_\_

With respect to the individual and coverages listed in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

**I. Part A — LIABILITY COVERAGE**

Part A is amended as follows with respect to the individual named in the Schedule or in the Declarations:

Exclusions A.5., A.7., B.2. and B.3. does not apply.

**II. Part B — MEDICAL — PAYMENTS COVERAGE**

Part B is amended as follows if a premium is shown in the Schedule or in the Declarations for Medical Payments Coverage with respect to the individual named in the Schedule or in the Declarations:

A. Exclusions 5. and 6. do not apply.

B. The last sentence of Exclusion 8. is replaced by the following:

This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:

1. Private passenger auto, pickup or van; or

2. "Trailer" used with a vehicle described in 1. above.

III. This endorsement does not afford coverage under Part A or Part B of the policy for any accident involving a vehicle owned by the individual named in the Schedule or in the Declarations, by a member of the same household or any accident involving a temporary substitute vehicle for such owned vehicle.

With respect to the individual(s) and coverages indicated in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

### **I. Extended Non-Owned Coverage**

The Extended Non-Owned Coverage provided by this endorsement does not afford coverage under Part A and Part B of the policy for any accident involving:

A. A vehicle owned by an individual named in the Schedule or in the Declarations;

B. A vehicle owned by a "family member"; or

C. A temporary substitute vehicle for such owned vehicle described in A. or B. above.

### **II. Part A—Liability Coverage**

Part A is amended as follows with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

A. Exclusion A.7. is replaced by the following:

A. We do not provide Liability Coverage for any "insured":

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

a. Private passenger auto;

b. Pickup or van; or

c. "Trailer" used with a vehicle described in a. or b. above.

B. Exclusion B.2.b. does not apply to the coverages provided by this endorsement.

C. We will provide Liability Coverage for any vehicle, other than "your covered auto", which is furnished or available for the regular use of the named individual.

### **III. Part B—Medical Payments Coverage**

Part B is amended as follows, if a premium is shown in the Schedule or in the Declarations for Medical Payments Coverage, with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

A. Exclusion 5.b. does not apply to the coverages provided by this endorsement.

B. Exclusion 8. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:

a. Private passenger auto;

b. Pickup or van; or

c. "Trailer" used with a vehicle described in a. or b. above.

C. We will provide Medical Payments Coverage for "bodily injury" sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is furnished or available for the regular use of the named individual.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording extended non-owned coverage for ~~named individuals~~ vehicles furnished or available for regular use issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED NON-OWNED COVERAGE—VEHICLES FURNISHED OR AVAILABLE FOR USE AS  
PUBLIC OR LIVERY CONVEYANCES**

**SCHEDULE**

Unless otherwise indicated below or in the Declarations, Extended Non-Owned Coverage is applicable only to the individual named in the Schedule or in the Declarations.

Name of Individual: \_\_\_\_\_

If indicated below or in the Declarations, Extended Non-Owned Coverage applies to:

☐ Named Individual and "Family Members" (including Named Individual's Spouse)

Coverage is provided where a premium is shown for the coverage.

<b>Extended Non-Owned Coverage</b>	<b>Premium</b>
Liability	\$ _____
Medical Payments	\$ _____
Total Premium	\$ _____

With respect to the individual(s) and coverages indicated in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

**I. Extended Non-Owned Coverage**

The Extended Non-Owned Coverage provided by this endorsement does not afford coverage under Part **A** and Part **B** of the policy for any accident involving:

- A.** A vehicle owned by an individual named in the Schedule or in the Declarations;
- B.** A vehicle owned by a "family member"; or
- C.** A temporary substitute vehicle for such owned vehicle described in **A.** or **B.** above.

**II. Part A – Liability Coverage**

Part **A** is amended as follows with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

- A.** Exclusion **A.7.** is replaced by the following:
  - A.** We do not provide Liability Coverage for any "insured":

- 7.** Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

This Exclusion (**A.7.**) does not apply to the maintenance or use of a:

- a.** Private passenger auto;
- b.** Pickup or van; or
- c.** "Trailer" used with a vehicle described in **a.** or **b.** above.

- B.** Exclusion **A.5.** does not apply to the coverages provided by this endorsement.
- C.** We will provide Liability Coverage arising out of the operation of a vehicle which is furnished or available for use of the named individual as a public or livery conveyance.

**D. Exclusion B.2.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is:

- a.** Owned by you; or
- b.** Furnished or available for your regular use.

This Exclusion (**B.2.**) does not apply to the operation of a vehicle furnished or available for regular use of the named individual as a public or livery conveyance.

**III. Part B – Medical Payments Coverage**

Part **B** is amended as follows, if a premium is shown in the Schedule or in the Declarations for Medical Payments Coverage, with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

- A.** Exclusion **2.** does not apply to the coverages provided by this endorsement.
- B.** We will provide Medical Payments Coverage for "bodily injury" arising out of the operation of a vehicle which is furnished or available for use of the named individual as a public or livery conveyance.
- C.** Exclusion **5.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:

- a.** Owned by you; or
- b.** Furnished or available for your regular use.

This Exclusion **5.** does not apply to the operation of a vehicle furnished or available for regular use of the named individual as a public or livery conveyance.

**D. Exclusion 8.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

- 8.** Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (**8.**) does not apply to "bodily injury" sustained while "occupying" a:
  - a.** Private passenger auto;
  - b.** Pickup or van; or
  - c.** "Trailer" used with a vehicle described in **a.** or **b.** above.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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**Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording extended non-owned coverage for vehicles furnished or available for regular use as public or livery conveyances issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.



## SUSPENSION OF INSURANCE

### Coverages and Autos Suspended

Coverage	(a) Owned and Non-Owned Autos	(b) All of Your Covered Autos	(c) Autos Listed Below
Liability	( )	( )	( )
Medical Payments	( )	( )	( )
Uninsured Motorists	( )	( )	( )
Collision	( )	( )	( )
_____	( )	( )	( )
_____	( )	( )	( )

Autos: \_\_\_\_\_

This policy is suspended as of the effective date of this endorsement for the listed coverages and autos.

If coverage is suspended for at least thirty consecutive days, you will be entitled to a refund.

This endorsement must be attached to the Change Endorsement when issued after the Policy is written.

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### Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy when coverage(s) is suspended.

Note: The language and matter in brackets is optional with the Company.

Refer to Index for state(s) in which this form is applicable.

**SUSPENSION OF INSURANCE****Coverages and Autos Suspended**

<b>Coverage</b>	<b>(a) <del>All Autos</del> Owned and Non- Owned Autos</b>	<b>(b) All of Your Covered Autos</b>	<b>(c) Autos Listed Below</b>
Liability	( )	( )	( )
Medical Payments	( )	( )	( )
Uninsured Motorists	( )	( )	( )
Collision	( )	( )	( )
_____	( )	( )	( )
_____	( )	( )	( )

Autos: \_\_\_\_\_

~~Except for the maintenance or testing of "your covered auto" on your property,~~  
 ‡This policy is suspended as of the effective date of this endorsement for the listed coverages and autos.

If coverage is suspended for at least thirty consecutive days, you will be entitled to a refund.

This endorsement must be attached to the Change Endorsement when issued after the Policy is written.

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**Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy when coverage(s) is suspended.

Note: The language and matter in brackets is optional with the Company.

Refer to Index for state(s) in which this form is applicable.

**REINSTATEMENT OF INSURANCE**

<b>Coverages and Autos Reinstated</b>			
<b>Coverage</b>	<b>(a) <del>All Autos</del> Owned and Non- Owned Autos</b>	<b>(b) All of Your Covered Autos</b>	<b>(c) Return Premiums</b>
Liability	( )	( )	
Medical Payments	( )	( )	
Uninsured Motorists	( )	( )	
Collision	( )	( )	
_____	( )	( )	
_____	( )	( )	
Autos: _____			

This endorsement must be attached to the Change Endorsement when issued after the Policy is written.

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**Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy when coverage(s) is reinstated.

Note: The language and matter in brackets is optional with the Company.

Refer to Index for state(s) in which this form is applicable.

**REINSTATEMENT OF INSURANCE**

<b>Coverages and Autos Reinstated</b>			
<b>Coverage</b>	<b>(a) Owned and Non-Owned Autos</b>	<b>(b) All of Your Covered Autos</b>	<b>(c) Return Premiums</b>
Liability	( )	( )	
Medical Payments	( )	( )	
Uninsured Motorists	( )	( )	
Collision	( )	( )	
_____	( )	( )	
_____	( )	( )	
Autos: _____			

This endorsement must be attached to the Change Endorsement when issued after the Policy is written.

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**Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy when coverage(s) is reinstated.

Note: The language and matter in brackets is optional with the Company.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## CUSTOMIZING EQUIPMENT COVERAGE SCHEDULE

Description of Vehicle
1.
2.
3.

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. Exclusion 10 and the Limit of Liability provision of Part D—Coverage for Damage to Your Auto do not apply to coverage provided by this endorsement.

B. With respect to a vehicle for which the Schedule or Declarations indicates that Customizing Equipment Coverage applies, we will pay for direct or accidental loss to custom furnishings or equipment including, but not limited to:

1. Special carpeting or insulation;
2. Furniture or bars;
3. Height-extending roofs; or
4. Custom murals, paintings, or other decals or graphics.

C. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4, 5, 7, or 9 of Part D.

D. With respect to the coverages and vehicles shown in the Schedule or in the Declarations, the Limit of Liability provision in Part D is replaced by the following:

### **LIMIT OF LIABILITY**

1. Our limit of liability for loss to custom equipment shall be the lesser of the:

- a. Amount shown in the Schedule or in the Declarations;
- b. Actual cash value of the stolen or damaged property; or
- c. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If a loss results in damage to the described vehicle and its customized equipment, the deductible applies only once.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording customizing equipment coverage issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## CUSTOMIZING EQUIPMENT COVERAGE SCHEDULE

Description of Vehicle
1.
2.
3.

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. Exclusion 1044 and the Limit of Liability provision of Part D—Coverage for Damage to Your Auto do not apply to coverage provided by this endorsement.

B. With respect to a vehicle for which the Schedule or Declarations indicates that Customizing Equipment Coverage applies, we will pay for direct or accidental loss to custom furnishings or equipment including, but not limited to:

1. Special carpeting or insulation;
2. Furniture or bars;
3. Height-extending roofs; or
4. Custom murals, paintings, or other decals or graphics.

C. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4, 5, 6, ~~87~~, or ~~940~~ of Part D.

D. With respect to the coverages and vehicles shown in the Schedule or in the Declarations, the Limit of Liability provision in Part D is replaced by the following:

### **LIMIT OF LIABILITY**

1. Our limit of liability for loss to custom equipment shall be the lesser of the:

- a. Amount shown in the Schedule or in the Declarations;
- b. Actual cash value of the stolen or damaged property; or
- c. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If a loss results in damage to the described vehicle and its customized equipment, the deductible applies only once.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording customizing equipment coverage issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MISCELLANEOUS TYPE VEHICLE ENDORSEMENT****SCHEDULE**

Description and Type of Vehicle						
1.						
2.						
3.						
Coverage is provided where a premium and a limit of liability is shown for the coverage.						
				Premium		
Coverages	Limit of Liability		Veh. 1	Veh. 2	Veh. 3	
Liability	Bodily Injury	\$	Each Person	\$		
		\$	Each Accident	\$		
		\$	Each Accident			
	Property Damage	\$	Each Person		\$	
		\$	Each Accident		\$	
		\$	Each Accident			
		\$	Each Person			\$
		\$	Each Accident			\$
		\$	Each Accident			
Medical Payments	\$	Each Person	\$			
	\$	Each Person		\$		
	\$	Each Person			\$	
Uninsured Motorists:	Bodily Injury	\$	Each Person	\$		
		\$	Each Accident	\$		
		\$	Each Accident			
	Property Damage	\$	Each Person		\$	
		\$	Each Accident		\$	
		\$	Each Accident			
		\$	Each Person			\$
		\$	Each Accident			\$
		\$	Each Accident			
Collision	\$	Less \$ Ded.	\$			
	\$	Less \$ Ded.		\$	\$	
	\$	Less \$ Ded.				
Other Than Collision	\$	Less \$ Ded.	\$			
	\$	Less \$ Ded.		\$	\$	
	\$	Less \$ Ded.				
			Total Premium			
			\$			

**NOTICE:**

**For the Collision and Other Than Collision coverages, the amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit of Liability Provision below.**

With respect to the "miscellaneous type vehicles" and coverages described in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

**I. DEFINITIONS**

The Definitions Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement "miscellaneous type vehicle" means:

1. A motor home, motorcycle or other similar type vehicle.
2. A private passenger auto owned jointly by 2 or more:
  - a. Relatives, other than husband and wife; or
  - b. Resident individuals.

B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any "miscellaneous type vehicle" shown in the Schedule or in the Declarations.
2. A "newly acquired auto".
3. Any "trailer".
4. Any "miscellaneous type vehicle" or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;      d. Loss; or
  - b. Repair;            e. Destruction.
  - c. Servicing;

This provision (4.) does not apply to Coverage for Damage to Your Auto.

C. Paragraph 1. of the definition of "newly acquired auto" is replaced by the following:

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto;

b. A pickup or van, not used in any "business" other than farming or ranching; or

c. Any "miscellaneous type vehicle" of the same type shown in the Schedule or in the Declarations.

**II. Part A - Liability Coverage**

Part A is amended as follows:

A. The definition of "insured" is replaced by the following:

"Insured" means:

1. You or any "family member" for the ownership, maintenance or use of "your covered auto".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

B. Exclusion B.1. is replaced by the following:

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:
  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.

The exclusion (B.1.) does not apply.

- a. To any "trailer"; or
- b. To a vehicle insured for Liability Coverage under this endorsement.

**III. Part B - Medical Payments Coverage**

Exclusion 1. of Part B is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any motorized vehicle having fewer than four wheels.



However, this exclusion (1.) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.

#### IV. **Part D - Coverage for Damage to Your Auto**

Part D is amended as follows:

##### A. The following is added to the Insuring Agreement:

We will pay for direct and accidental loss to facilities or equipment designed to be used with a "your covered auto" shown in the Schedule or in the Declarations which is a motor home, while such facilities or equipment is in or attached to the motor home. Facilities or equipment include but are not limited to:

1. Cooking, dining, plumbing, or refrigeration facilities;
2. Awnings or cabanas; or
3. Any other facilities or equipment designed to be used with a motor home.

##### B. The following is added to the definition of "non-owned auto":

3. Any motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

##### C. Transportation Expenses do not apply.

##### D. The Exclusions Section is amended as follows:

1. Exclusion 7, ~~8~~ does not apply to:
  - a. Any "miscellaneous type vehicle", shown in the Schedule or in the Declarations, which is a motor home; and
  - b. Facilities or equipment designed to be used with the described motor home while in or attached to the motor home.

##### 2. The following exclusions are added:

###### a. We will not pay for loss to:

- (1) Clothing or luggage;
- (2) Business or office equipment; or
- (3) Articles which are sales samples or used in exhibitions.

###### b. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., ~~6~~, 9, ~~40~~ or 10, ~~44~~ of Part D.

##### E. The following Exclusion is added:

We will not pay for loss to a motorcycle or similar type motor vehicle caused directly by rain, snow or sleet, whether or not wind-driven.

##### F. With respect to the Coverage(s) shown as applicable to a vehicle described in the Schedule or in the Declarations, the Limit of Liability Provision is replaced by the following:

###### LIMIT OF LIABILITY

##### A. Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part.

However, the most we will pay for loss to electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

##### B. An adjustment for depreciation and physical condition will be made in

determining actual cash value in the event of a total loss.

- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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#### **Instructions**

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every Personal Auto Policy affording coverage for Miscellaneous Type Vehicles in accordance with the provisions of an Automobile Insurance Plan or JUA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MISCELLANEOUS TYPE VEHICLE ENDORSEMENT****SCHEDULE**

Description and Type of Vehicle						
1.						
2.						
3.						
Coverage is provided where a premium and a limit of liability is shown for the coverage.						
				Premium		
Coverages	Limit of Liability		Veh. 1	Veh. 2	Veh. 3	
Liability	Bodily Injury	\$	Each Person	\$		
		\$	Each Accident	\$		
		\$	Each Accident			
	Property Damage	\$	Each Person		\$	
		\$	Each Accident		\$	
		\$	Each Accident			
		\$	Each Person			\$
		\$	Each Accident			\$
		\$	Each Accident			
Medical Payments	\$	Each Person	\$			
	\$	Each Person		\$		
	\$	Each Person			\$	
Uninsured Motorists:	Bodily Injury	\$	Each Person	\$		
		\$	Each Accident	\$		
		\$	Each Accident			
	Property Damage	\$	Each Person		\$	
		\$	Each Accident		\$	
		\$	Each Accident			
		\$	Each Person			\$
		\$	Each Accident			\$
		\$	Each Accident			
Collision	\$	Less \$ Ded.	\$			
	\$	Less \$ Ded.		\$	\$	
	\$	Less \$ Ded.				
Other Than Collision	\$	Less \$ Ded.	\$			
	\$	Less \$ Ded.		\$	\$	
	\$	Less \$ Ded.				
			Total Premium			
			\$			

**NOTICE:**

**For the Collision and Other Than Collision coverages, the amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit of Liability Provision below.**

With respect to the “miscellaneous type vehicles” and coverages described in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

**I. DEFINITIONS**

The Definitions Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement “miscellaneous type vehicle” means:

1. A motor home, motorcycle or other similar type vehicle.
2. A private passenger auto owned jointly by 2 or more:
  - a. Relatives, other than husband and wife; or
  - b. Resident individuals.

B. The definition of “your covered auto” is replaced by the following:

“Your covered auto” means:

1. Any “miscellaneous type vehicle” shown in the Schedule or in the Declarations.
2. A “newly acquired auto”.
3. Any “trailer”.
4. Any “miscellaneous type vehicle” or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown; d. Loss; or
  - b. Repair; e. Destruction.
  - c. Servicing;

This provision (4.) does not apply to Coverage for Damage to Your Auto.

C. Paragraph 1. of the definition of “newly acquired auto” is replaced by the following:

1. “Newly acquired auto” means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto;

b. A pickup or van, not used in any “business” other than farming or ranching; or

c. Any “miscellaneous type vehicle” of the same type shown in the Schedule or in the Declarations.

**II. Part A - Liability Coverage**

Part A is amended as follows:

A. The definition of “insured” is replaced by the following:

“Insured” means:

1. You or any “family member” for the ownership, maintenance or use of “your covered auto”.
2. Any person using “your covered auto”.
3. For “your covered auto”, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

B. Exclusion B.1. is replaced by the following:

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:
  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.

The exclusion (B.1.) does not apply.

- a. To any “trailer”; or
- b. To a vehicle insured for Liability Coverage under this endorsement.

**III. Part B - Medical Payments Coverage**

Exclusion 1. of Part B is replaced by the following:

We do not provide Medical Payments Coverage for any “insured” for “bodily injury” sustained while “occupying” any motorized vehicle having fewer than four wheels.

However, this exclusion (1.) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.

#### IV. **Part D - Coverage for Damage to Your Auto**

Part D is amended as follows:

##### A. The following is added to the Insuring Agreement:

We will pay for direct and accidental loss to facilities or equipment designed to be used with a "your covered auto" shown in the Schedule or in the Declarations which is a motor home, while such facilities or equipment is in or attached to the motor home. Facilities or equipment include but are not limited to:

1. Cooking, dining, plumbing, or refrigeration facilities;
2. Awnings or cabanas; or
3. Any other facilities or equipment designed to be used with a motor home.

##### B. The following is added to the definition of "non-owned auto":

3. Any motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

##### C. Transportation Expenses do not apply.

##### D. The Exclusions Section is amended as follows:

1. Exclusion 7. does not apply to:
  - a. Any "miscellaneous type vehicle", shown in the Schedule or in the Declarations, which is a motor home; and
  - b. Facilities or equipment designed to be used with the described motor home while in or attached to the motor home.

##### 2. The following exclusions are added:

###### a. We will not pay for loss to:

- (1) Clothing or luggage;
- (2) Business or office equipment; or
- (3) Articles which are sales samples or used in exhibitions.

###### b. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 9. or 10. of Part D.

##### E. The following Exclusion is added:

We will not pay for loss to a motorcycle or similar type motor vehicle caused directly by rain, snow or sleet, whether or not wind-driven.

##### F. With respect to the Coverage(s) shown as applicable to a vehicle described in the Schedule or in the Declarations, the Limit of Liability Provision is replaced by the following:

#### LIMIT OF LIABILITY

##### A. Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part.

However, the most we will pay for loss to electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

##### B. An adjustment for depreciation and physical condition will be made in

determining actual cash value in the event of a total loss.

- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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#### **Instructions**

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every Personal Auto Policy affording coverage for Miscellaneous Type Vehicles in accordance with the provisions of an Automobile Insurance Plan or JUA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF POLICY PROVISIONS—ARKANSAS

### I. DEFINITIONS

Paragraph K., “newly acquired auto”, of the Definitions Section is replaced by the following:

K. “Newly acquired auto”:

1. “Newly acquired auto” means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, not used in any “business” other than farming or ranching.
2. Coverage for a “newly acquired auto” is provided as described below. If you ask us to insure a “newly acquired auto” after a specified time period described below has elapsed, any coverage we provide for a “newly acquired auto” will begin at the time you request the coverage.
  - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a “newly acquired auto” will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a “newly acquired auto” which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a “newly acquired auto” replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a “newly acquired auto” begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In

this case, the “newly acquired auto” will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the “newly acquired auto”, a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a “newly acquired auto” begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the “newly acquired auto” will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the “newly acquired auto”, an Other Than Collision deductible of \$500 will apply.

### II. PART A—LIABILITY COVERAGE

Part A is amended as follows:

- A. The following is added to paragraph B of the Insuring Agreement provision:

If information which has been provided to us about the insureds is incorrect, incomplete, or changes during the policy period, we may, based upon such information, decrease or increase the premium during the policy period.

- B. Paragraph 4 of the Supplementary Payments provision is replaced by the following:

We will pay on behalf of an “insured”:

4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.

C. Exclusions is amended as follows:

1. Exclusion A.7 is replaced by the following:

We do not provide Liability Coverage for any "insured":

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This exclusion (A.7) does not apply to the maintenance or use of a:

- a. private passenger auto;
- b. pickup or van that you own; or
- c. "trailer" used with a vehicle described in a. or b. above.

2. Exclusion B.1 is replaced by the following:

B. We do not provide Liability Coverage for the ownership, maintenance, or use of:

1. Any vehicle which:
  - a. has fewer than four wheels; or
  - b. is designed mainly for use off public roads.

This exclusion (B.1) does not apply to any "trailer".

- D. The following paragraph is added to the Financial Responsibility provision:

You agree to reimburse us for any payment made by us which we would not have been obligated to make under the terms of this policy except for the agreement contained in this provision.

- E. The Other Insurance provision is replaced by the following:

**OTHER INSURANCE**

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own,

including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair, or servicing; or
  - b. to demonstrate the vehicle; or
2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

**III. PART B—MEDICAL PAYMENTS COVERAGE**

Part B is amended as follows:

- A. The following is added to paragraph B of the Insuring Agreement provision of Part B:

If information which has been provided to us about the insureds is incorrect, incomplete, or changes during the policy period, we may, based upon such information, decrease or increase the premium during the policy period.

- B. Exclusion 8. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:

- a. Private passenger auto;
- b. Pickup or van that you own; or
- c. "Trailer" used with a vehicle described in a. or b. above.

- C. The following paragraph is added to the Other Insurance provision:

**OTHER INSURANCE**

However, we will provide primary insurance for a vehicle you do not own if:



1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair, or servicing; or
  - b. to demonstrate the vehicle; or
2. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

#### IV. PART D—COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

- A. The Transportation Expenses provision is replaced by the following:

##### TRANSPORTATION EXPENSES

In addition we will pay, without application of a deductible, up to \$15 per day, to a maximum of \$450, for:

1. Transportation expenses incurred by you in the event of the total theft of "your covered auto". This applies only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto". This applies only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".

We will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

- B. Exclusion 7 is replaced by the following:

7. Loss to:
  - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
  - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or

equipment include but are not limited to:

- (1) Cooking, dining, plumbing or refrigeration facilities;
- (2) Awnings or cabanas; or
- (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 20 days after you become the owner.

- C. The following exclusions are added to Part D:

1. We will not pay for any loss to "your covered auto" arising out of or during its use for the transportation of any:
  - a. explosive substance;
  - b. flammable liquid; or
  - c. similar hazardous materials;
 except transportation incidental to your ordinary household or farm activities.
2. We will not pay for loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11.

This exclusion does not apply to the maintenance or use by your or any "family member" or a "non-owned auto" which is a private passenger auto or "trailer".

- D. Paragraph A of the Limit of Liability provision is replaced by the following:

##### LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property, but not to exceed \$35,000; or

2. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part, but not to exceed \$35,000.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a "trailer" is \$500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

- E. The last sentence of the Payment of Loss Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "nonowned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
2. License fees; and
3. Other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

- F. The Other Sources of Recovery provision is replaced by the following:

#### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;

3. Any other source of recovery applicable to the loss.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair, or servicing; or
  - b. to demonstrate the vehicle; or
2. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

- G. The Appraisal provision is replaced by the following:

#### **APPRAISAL**

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

#### **V. PART F—GENERAL PROVISIONS**

Part F is amended as follows:

- A. The Changes provision is replaced by the following:

#### **CHANGES**

- A. Premium Changes

The premium for this policy is based on information we have received from you or other sources. You agree:

1. that if any of this information material to the development of the policy premium is incorrect, incomplete, or changed, we may

adjust the premium accordingly during the policy period.

2. to cooperate with us in determining if this information is correct and complete, and to advise us of changes in this information.

Any adjustment of your premium will be made using the rules in effect at the time of the change.

Premium adjustment may be made as the result of a change in:

1. autos insured by the policy, including changes in use.
2. drivers, driver's age, or driver's marital status.
3. coverages or coverage limits.
4. rating territory.
5. eligibility for discounts or other premium credits.

**B. Coverage Changes**

We may revise your policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your policy will automatically provide the additional coverage as of the date the revision is effective in your state. Otherwise, this policy contains all of the coverage agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us.

- B. The Fraud provision does not apply to Part A—Liability Coverage.
- C. The following is added to the Our Right To Recover Payment Provision:

**OUR RIGHT TO RECOVER PAYMENT**

We shall be entitled to a recovery under paragraph A or B only after the person has been fully compensated for damage.

- D. Paragraph A of the Termination provision is replaced by the following:

Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:

- a. returning this policy to us; or
- b. giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:

- a. at least 10 days notice if cancellation is for nonpayment of premium; or
- b. at least 20 days notice in all other cases.

- E. Paragraph B of the Termination provision is replaced by the following:

Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period.

- F. The Other Termination Provisions provision is replaced by the following:

**OTHER TERMINATION PROVISIONS**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be the full pro rata unearned premium.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

**VI. UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE AMENDMENT**

If the Uninsured Motorists Coverage endorsement and/or the Underinsured Motorists Coverage endorsement are attached to the policy, the following is added to paragraph B of the Insuring Agreement provision(s):

If information which has been provided to us about the insureds is incorrect, incomplete, or changes during the policy period, we may, based upon such information, decrease or increase the premium during the policy period.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF POLICY PROVISIONS—ARKANSAS

### I. DEFINITIONS

~~The Definitions section is amended as follows;~~

~~A. The following is added to Definition J.:~~

- ~~5. With respect to Coverage for Damage to Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair, or servicing.~~

~~B. Paragraph K., "newly acquired auto", of the Definitions Section is replaced by the following:~~

~~K. "Newly acquired auto":~~

- ~~1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 
  - ~~a. A private passenger auto; or~~
  - ~~b. A pickup or van, not used in any "business" other than farming or ranching.~~~~
- ~~2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 
  - ~~a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.~~~~

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than

Collision deductible of \$500 will apply.

## II. PART A—LIABILITY COVERAGE

Part A is amended as follows:

~~A. The following is added to paragraph A. of the Insuring Agreement provision:~~

~~If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair, or servicing, coverage shall extend to such loaned vehicle only to the extent of coverage provided, if any, to the automobile being repaired or serviced.~~

AB. The following is added to paragraph B of the Insuring Agreement provision:

If information which has been provided to us about the insureds is incorrect, incomplete, or changes during the policy period, we may, based upon such information, decrease or increase the premium during the policy period.

BC. Paragraph 4 of the Supplementary Payments provision is replaced by the following:

~~In addition to our limit of liability, we~~ We will pay on behalf of an "insured":

4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.

CD. Exclusions is amended as follows:

1. Exclusion A.7 is replaced by the following:

We do not provide Liability Coverage for any "insured";

7. ~~M~~ Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This exclusion (A.7) does not apply to the maintenance or use of a:

- a. private passenger auto;
- b. pickup or van that you own; or

- c. "trailer" used with a vehicle described in a. or b. above.

2. Exclusion B.1 is replaced by the following:

B. We do not provide Liability Coverage for the ownership, maintenance, or use of:

1. Any vehicle which:
  - a. has fewer than four wheels; or
  - b. is designed mainly for use off public roads.

This exclusion (B.1) does not apply to any "trailer".

DE. The following paragraph is added to the Financial Responsibility provision:

You agree to reimburse us for any payment made by us which we would not have been obligated to make under the terms of this policy except for the agreement contained in this provision.

EF. The Other Insurance provision is replaced by the following:

### OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

1. a A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair, or servicing; or
  - b. to demonstrate the vehicle; or
2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

~~then we will provide primary insurance.~~

### III. PART B—MEDICAL PAYMENTS COVERAGE

Part B is amended as follows:

~~A. The following is added to paragraph A of the Insuring Agreement:~~

~~If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair, or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.~~

AB. The following is added to paragraph B of the Insuring Agreement provision of Part B:

If information which has been provided to us about the insureds is incorrect, incomplete, or changes during the policy period, we may, based upon such information, decrease or increase the premium during the policy period.

B. Exclusion 8. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:

- a. Private passenger auto;
- b. Pickup or van that you own; or
- c. "Trailer" used with a vehicle described in a. or b. above.

C. The following paragraph is added to the Other Insurance provision:

#### OTHER INSURANCE

However, we will provide primary insurance for a vehicle you do not own if:

1. a A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its

breakdown, repair, or servicing; or

b. to demonstrate the vehicle; or

2. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

~~then we will provide primary insurance.~~

### IV. PART D—COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

~~A. The following is added to paragraph A of the Insuring Agreement provision:~~

~~If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair, or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.~~

~~B. The following is added to paragraph C.2 of the Insuring Agreement provision:~~

~~However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair, or servicing.~~

AG. The Transportation Expenses provision is replaced by the following:

#### TRANSPORTATION EXPENSES

In addition we will pay, without application of a deductible, up to \$15 per day, to a maximum of \$450, for:

1. Transportation expenses incurred by you in the event of the total theft of "your covered auto". This applies only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto". This applies only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".

We will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

BD. Exclusion 8 is replaced by the following:

78. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
  - (1) Cooking, dining, plumbing or refrigeration facilities;
  - (2) Awnings or cabanas; or
  - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7 8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 20 days after you become the owner.

CE. The following exclusions are added to Part D:

1. We will not pay for any loss to "your covered auto" arising out of or during its use for the transportation of any:
  - a. explosive substance;
  - b. flammable liquid; or
  - c. similar hazardous materials;

except transportation incidental to your ordinary household or farm activities.

2. We will not pay for loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11 42.

This exclusion does not apply to the maintenance or use by your or any "family member" or a "non-owned auto" which is a private passenger auto or "trailer".

DE. Paragraph A of the Limit of Liability provision is replaced by the following:

#### **LIMIT OF LIABILITY**

Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property, but not to exceed \$35,000; or
2. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part, but not to exceed \$35,000.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a "trailer" is \$500.
2. Electronic Equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.

EG. The last sentence of the Payment of Loss Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "nonowned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
2. License fees; and



3. Other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

FH. The Other Sources of Recovery provision is replaced by the following:

**OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

However, we will provide primary insurance for a vehicle you do not own if:

1. a A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair, or servicing; or
  - b. to demonstrate the vehicle; or
2. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

~~then we will provide primary insurance.~~

GI. The Appraisal provision is replaced by the following:

**APPRAISAL**

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state

separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

**V. PART F—GENERAL PROVISIONS**

Part F is amended as follows:

A. The Changes provision is replaced by the following:

**CHANGES**

A. Premium Changes

The premium for this policy is based on information we have received from you or other sources. You agree:

1. that if any of this information material to the development of the policy premium is incorrect, incomplete, or changed, we may adjust the premium accordingly during the policy period.
2. to cooperate with us in determining if this information is correct and complete, and to advise us of changes in this information.

Any adjustment of your premium will be made using the rules in effect at the time of the change.

Premium adjustment may be made as the result of a change in:

1. autos insured by the policy, including changes in use.
2. drivers, driver's age, or driver's marital status.
3. coverages or coverage limits.
4. rating territory.
5. eligibility for discounts or other premium credits.

B. Coverage Changes

We may revise your policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your policy will automatically provide the additional

coverage as of the date the revision is effective in your state. Otherwise, this policy contains all of the coverage agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us.

- B. The Fraud provision does not apply to Part A—Liability Coverage.
- C. The following is added to the Our Right To Recover Payment Provision:

#### **OUR RIGHT TO RECOVER PAYMENT**

We shall be entitled to a recovery under paragraph A or B only after the person has been fully compensated for damage.

- D. Paragraph A of the Termination provision is replaced by the following:

Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. returning this policy to us; or
  - b. giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. at least 10 days notice if cancellation is for nonpayment of premium; or
  - b. at least 20 days notice in all other cases.

- E. Paragraph B of the Termination provision is replaced by the following:

Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period.

- F. The Other Termination Provisions provision is replaced by the following:

#### **OTHER TERMINATION PROVISIONS**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be the full pro rata unearned premium.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### **VI. UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE AMENDMENT**

If the Uninsured Motorists Coverage endorsement and/or the Underinsured Motorists Coverage endorsement are attached to the policy, the following is added to paragraph B of the Insuring Agreement provision(s):

If information which has been provided to us about the insureds is incorrect, incomplete, or changes during the policy period, we may, based upon such information, decrease or increase the premium during the policy period.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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#### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NAMED NON-OWNER COVERAGE—ARKANSAS****SCHEDULE**

Name of Individual				
1. _____				
2. _____				
3. _____				
Unless otherwise indicated below, or in the Declarations, Named Non-Owner Coverage applies only to the individual named in the Schedule or in the Declarations:				
Name of Individual: _____				
If indicated below, or in the Declarations, Named Non-Owner Coverage applies to:				
<input type="checkbox"/> <u>Named Individual and "Family Members" (including Named Individual's Spouse)</u>				
Coverage for Vehicles Furnished or Available for Regular Use				
<input type="checkbox"/> <u>If indicated to the left, or in the Declarations, the exclusions for vehicles furnished or available for regular use under Part A—Liability Coverage and Part B—Medical Payments Coverage do not apply.</u>				
Coverage is provided where a premium and a limit of liability is shown for the coverage.				
		Premium		
Coverages	Limit of Liability	Ind. 1	Ind. 2	Ind. 3
Liability      Bodily Injury	\$ _____ Each person \$ _____ Each accident	\$	\$	\$
Property Damage	\$ _____ Each accident	\$	\$	\$
Medical Payments	\$ _____ Each person	\$	\$	\$
Uninsured Motorists      Bodily Injury	\$ _____ Each person \$ _____ Each accident	\$	\$	\$
Property Damage	\$ _____ Each accident	\$	\$	\$
	TOTAL PREMIUM	\$	\$	\$
With respect to the individuals and coverages listed in the Schedule or in the Declarations, the provisions of the policy apply unless modified by the endorsement.				

**I. Definitions**

The **Definitions** Section is amended as follows:

- A. ~~"You" or "your" refers to the individual named in the Schedule or in the Declarations.~~

The definitions of "you" and "your" are replaced by the following:

Throughout this policy, "you" and "your" refer to the individual named in the Schedule or Declarations.

- B. The definition of "family member" is replaced by the following:

"Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, if:

1. The person is a resident of your household; and
2. The Schedule or Declarations indicate that coverage is provided for the named individual and "family members".

CB. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means a "newly acquired auto".

D. The definition of “newly acquired auto” is replaced by the following:

“Newly acquired auto” means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pick-up or van, not used in any business or occupation other than farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

## **II. Part A—Liability Coverage**

Part A is amended as follows:

- A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, Paragraph 1. of the definition of “insured” is amended by deleting reference to “family member”.

- B. The **Exclusions** Section is amended as follows:

1. The exception to Exclusion A.3 is replaced by the following:

This Exclusion (A.3) does not apply to “property damage” to a residence or private garage caused by a private passenger auto ~~which that~~ is insured under this endorsement.

2. Exclusions A.6 and A.7 are replaced by the following:

We do not provide Liability Coverage for any “insured” maintaining or using any vehicle in the “business” of that “insured”. This exclusion does not apply to an auto operated or occupied by you.

3. Exclusion B.2 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than “your covered auto”, ~~which that~~ is owned by you.

4. ~~Exclusion B.3 is replaced by the following:~~

~~We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than “your covered auto”, which is owned by any “family member”. However, this Exclusion (B.3) does not apply to you while you are maintaining or “occupying” any vehicle which is owned by a “family member”.~~

The following exclusion is added:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than “your covered auto”, that is furnished or available for your regular use.

However, this Exclusion (4.) does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

- C. Paragraph A of tThe **Limit of Liability** provision is replaced by the following:

### **LIMIT OF LIABILITY**

The limit of liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of “bodily injury” sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident.

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all “property damage” resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. “Insureds”;
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or

4. Vehicles involved in the auto accident.

- D. The **Out of State Coverage** provision is replaced by the following:

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Schedule or in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

### **III. Part B—Medical Payments Coverage**

Part B is amended as follows:

- A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, Paragraph 1 of the definition of "insured" is amended by deleting reference to "family member".
- B. The Exclusions Section is amended as follows:
  1. Exclusion 5 is replaced by the following:  
We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" or, when struck by, any vehicle (other than "your covered auto") ~~which that~~ is owned by you.
  2. ~~Exclusion 6 does not apply.~~
  3. Exclusion 8 is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any vehicle used in the "business" of that "insured". This Exclusion (8) does not apply to a vehicle operated or occupied by you.

3. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying", or when struck by any vehicle, other than "your covered auto", that is furnished or available for your regular use.

However, this Exclusion (3) does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

- C. Paragraph A of the Limit of Liability Provision is replaced by the following:

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

### **IV. Part C—Uninsured Motorists Coverage**

Part C is amended as follows:

- A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, Paragraph 1 of the definition of "insured" is amended by deleting reference to "family member".
- B. The definition of "uninsured motor vehicle" is amended as follows:
  1. Any reference in ~~Part 2~~ to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.

2. ~~If the Schedule or Declarations indicate that Named Non-Owner applies to the Named Individual, Paragraphs a and b of the hit-and-run vehicle section are is amended by deleting reference to "family member". (In Oklahoma and Vermont, the hit-and-run vehicle section is amended by substituting the term "you" for the phrase an "insured".)~~

### C. Limit of Liability

1. Paragraph A of the limit of liability provision is replaced by the following:

The limit of liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person the limit of liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
2. If the Schedule or Declarations also indicates an each accident limit of liability for Property Damage Uninsured Motorists Coverage, the following is added to Paragraph A:

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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### Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording Named Non-Owner Coverage issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NAMED NON-OWNER COVERAGE—ARKANSAS

### SCHEDULE

Unless otherwise indicated below, or in the Declarations, Named Non-Owner Coverage applies only to the individual named in the Schedule or in the Declarations:

Name of Individual: \_\_\_\_\_

If indicated below, or in the Declarations, Named Non-Owner Coverage applies to:

- ☐ Named Individual and "Family Members" (including Named Individual's Spouse)

Coverage for Vehicles Furnished or Available for Regular Use

- ☐ If indicated to the left, or in the Declarations, the exclusions for vehicles furnished or available for regular use under Part **A**—Liability Coverage and Part **B**—Medical Payments Coverage do not apply.

Coverage is provided where a premium and a limit of liability is shown for the coverage.

Coverages	Limit of Liability	Premium
Liability      Bodily Injury	\$ _____ Each person \$ _____ Each accident	\$ _____
Property Damage	\$ _____ Each accident	\$ _____
Medical Payments	\$ _____ Each person	\$ _____
Uninsured Motorists    Bodily Injury	\$ _____ Each person \$ _____ Each accident	\$ _____
Property Damage	\$ _____ Each accident	\$ _____
	<b>TOTAL PREMIUM</b>	\$ _____

With respect to the individuals and coverages listed in the Schedule or in the Declarations, the provisions of the policy apply unless modified by the endorsement.

#### I. Definitions

The **Definitions** Section is amended as follows:

- A. The definitions of "you" and "your" are replaced by the following:

Throughout this policy, "you" and "your" refer to the individual named in the Schedule or Declarations.

- B. The definition of "family member" is replaced by the following:

"Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, if:

1. The person is a resident of your household; and
2. The Schedule or Declarations indicate that coverage is provided for the named individual and "family members".

- C. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means a "newly acquired auto".

- D. The definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pick-up or van, not used in any business or occupation other than farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

## II. Part A—Liability Coverage

Part A is amended as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of “insured” is amended by deleting reference to “family member”.

B. The **Exclusions** Section is amended as follows:

1. The exception to Exclusion A.3 is replaced by the following:

This Exclusion (A.3) does not apply to “property damage” to a residence or private garage caused by a private passenger auto that is insured under this endorsement.

2. Exclusions A.6 and A.7 are replaced by the following:

We do not provide Liability Coverage for any “insured” maintaining or using any vehicle in the “business” of that “insured”. This exclusion does not apply to an auto operated or occupied by you.

3. Exclusion B.2 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than “your covered auto”, that is owned by you.

4. The following exclusion is added:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than “your covered auto”, that is furnished or available for your regular use.

However, this Exclusion (4.) does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

C. Paragraph A of the **Limit of Liability** provision is replaced by the following:

## LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of “bodily injury” sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident.

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all “property damage” resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. “Insureds”;
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the auto accident.

D. The **Out of State Coverage** provision is replaced by the following:

## OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for “bodily injury” or “property damage” higher than the limit shown in the Schedule or in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.



No one will be entitled to duplicate payments for the same elements of loss.

### III. Part B—Medical Payments Coverage

Part B is amended as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of “insured” is amended by deleting reference to “family member”.

B. The Exclusions Section is amended as follows:

1. Exclusion 5 is replaced by the following:

We do not provide Medical Payments Coverage for any “insured” for “bodily injury” sustained while “occupying” or, when struck by, any vehicle (other than “your covered auto”) that is owned by you.

2. Exclusion 8 is replaced by the following:

We do not provide Medical Payments Coverage for any “insured” for “bodily injury” sustained while “occupying” any vehicle used in the “business” of that “insured”. This Exclusion (8) does not apply to a vehicle operated or occupied by you.

3. The following exclusion is added:

We do not provide Medical Payments Coverage for any “insured” for “bodily injury” sustained while “occupying”, or when struck by any vehicle, other than “your covered auto”, that is furnished or available for your regular use.

However, this Exclusion (3) does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

C. Paragraph A of the Limit of Liability Provision is replaced by the following:

#### LIMIT OF LIABILITY

A. The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most

we will pay regardless of the number of:

1. “Insureds”;
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

### IV. Part C—Uninsured Motorists Coverage

Part C is amended as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of “insured” is amended by deleting reference to “family member”.

B. The definition of “uninsured motor vehicle” is amended as follows:

1. Any reference to the state in which “your covered auto” is principally garaged is amended to read the state in which you reside.
2. If the Schedule or Declarations indicate that Named Non-Owner applies to the Named Individual, the hit-and-run vehicle section is amended by deleting reference to “family member”.

#### C. Limit of Liability

1. Paragraph A of the limit of liability provision is replaced by the following:

The limit of liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of “bodily injury” sustained by any one person in any one accident. Subject to this limit for each person the limit of liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for “bodily injury” resulting from any one accident.

This is the most we will pay regardless of the number of:

1. “Insureds”;
2. Claims made;

3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
2. If the Schedule or Declarations also indicates an each accident limit of liability for Property Damage Uninsured Motorists Coverage, the following is added to Paragraph A:  
The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Uninsured Motorists Coverage is our

maximum limit of liability for all damages to all property resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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#### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording Named Non-Owner Coverage issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SINGLE LIABILITY LIMIT

#### SCHEDULE

<b>Liability Coverage</b>	\$ _____ each accident
---------------------------	------------------------

Paragraph **A.** of the **Limit Of Liability** Provision in Part **A** is replaced by the following:

#### LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for Liability Coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this Provision will not change our total limit of liability.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

#### Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording a single liability limit issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

**PERSONAL AUTO**  
**PP 03 09 ~~06-98~~ 01 05**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **SINGLE LIABILITY LIMIT**

#### **SCHEDULE**

<b>Liability Coverage</b>	\$ _____ each accident
---------------------------	------------------------

Paragraph **A.** of the **Limit Of Liability** Provision in Part **A** is replaced by the following:

#### **LIMIT OF LIABILITY**

The limit of liability shown in the Schedule or in the Declarations for Liability Coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this Provision will not change our total limit of liability.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

#### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording a single liability limit issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERINSURED MOTORISTS COVERAGE—ARKANSAS****SCHEDULE**

Limit of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ each person	\$	\$	\$
\$ each accident			

**INSURING AGREEMENT**

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
  - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability

coverage applicable to the owner or operator of the "underinsured motor vehicle".

~~If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.~~

- B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.

2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

## EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
  1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
  1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.1.) does not apply to a share-the-expense car pool.
  2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  1. Workers' compensation law; or

2. Disability benefits law.

- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:
  1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

## LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
  - C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
  - D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
    1. Workers' compensation law; or
    2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- ~~a. if a~~ A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - ~~a. (1)~~ (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - ~~b. (2)~~ (2) To demonstrate the vehicle; or
  - b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

~~then we will provide primary insurance.~~

3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## ARBITRATION

- A. If we and the "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
  1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

## ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include:

1. Written documentation of monetary losses incurred, including copies of all medical bills;
2. Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
3. Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

The following section is added:

#### **GENERAL PROVISIONS**

The following is added to the **Our Right To Recover Payment** provision in Part **F** with respect to Underinsured Motorists Coverage:

#### **OUR RIGHT TO RECOVER PAYMENT**

1. We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

2. Our rights do not apply under Paragraph **A.** if we:

- a. Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

#### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording Underinsured Motorists Coverage issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERINSURED MOTORISTS COVERAGE—ARKANSAS****SCHEDULE**

Limit of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ each person	\$	\$	\$
\$ each accident			

**INSURING AGREEMENT**

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
  - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability

coverage applicable to the owner or operator of the "underinsured motor vehicle".

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

## EXCLUSIONS

### A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

### B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion **(B.1.)** does not apply to a share-the-expense car pool.
2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.2.)** does not apply to a "family member" using "your covered auto" which is owned by you.

### C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

### D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:

1. Punish a wrongdoer; and
2. Deter others from similar conduct.

## LIMIT OF LIABILITY

### A. The limit of liability shown in the Schedule or in the Declarations for each person for

Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

### B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.

### C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

### D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- a. A duly licensed automobile dealer provides a vehicle to you or a "family member":
    - (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
    - (2) To demonstrate the vehicle; or
  - b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
3. If the coverage under this policy is provided:
- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## ARBITRATION

- A. If we and the "insured" do not agree:
- 1. Whether that "insured" is legally entitled to recover damages; or
  - 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot

agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
  - 1. Pay the expenses it incurs; and
  - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

## ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

- 1. Send us copies of the legal papers if a suit is brought; and
- 2. Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include:

- 1. Written documentation of monetary losses incurred, including copies of all medical bills;
- 2. Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- 3. Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

The following section is added:

### **GENERAL PROVISIONS**

The following is added to the **Our Right To Recover Payment** provision in Part **F** with respect to Underinsured Motorists Coverage:

#### **OUR RIGHT TO RECOVER PAYMENT**

1. We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.
2. Our rights do not apply under Paragraph **A.** if we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording Underinsured Motorists Coverage issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS COVERAGE—ARKANSAS**

Part C – Uninsured Motorists Coverage is replaced by the following:

**SCHEDULE**

Uninsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
<b>Bodily Injury And Property Damage</b>	\$ each person			
	\$ each accident	\$	\$	\$
	\$ each accident	\$	\$	\$
<b>Bodily Injury Only</b>	\$ each person			
	\$ each accident	\$	\$	\$

**INSURING AGREEMENT**

A. We will pay compensatory damages which an “insured” is legally entitled to recover from the owner or operator of an “uninsured motor vehicle” because of:

1. “Bodily injury” sustained by an “insured” and caused by an accident; and
2. “Property damage” caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the “uninsured motor vehicle”.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. “Insured” as used in this endorsement means:

1. You or any “family member”.
2. Any other person “occupying” “your covered auto”.
3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies sustained by a person described in 1. or 2. above.

C. “Property damage” as used in this endorsement means injury to or destruction of “your covered auto” (including its loss of use).

D. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.

2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any “family member”;
  - b. A vehicle which you or any “family member” are “occupying”; or
  - c. “Your covered auto”.
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent within one year of the date of the accident.

However, “uninsured motor vehicle” does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any “family member”.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designated mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

## EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
  2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (**B.2.**) does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**B.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
  4. For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion (**B.4.**) does not apply if:
    - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
    - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
- C.** This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
    - a. Workers' compensation law; or
    - b. Disability benefits law.
  2. Any insurer of property.
- D.** No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

## LIMIT OF LIABILITY

- A.** The limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The limit of Property Damage Liability, if shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of

coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- a. A duly licensed automobile dealer provides a vehicle to you or a "family member":
    - (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
    - (2) To demonstrate the vehicle; or
  - b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
3. If the coverage under this policy is provided:
    - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

#### **ARBITRATION**

**A.** If we and the "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

**B.** Any decision of the arbitrators will not be binding on either party.

**C.** Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

**D.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

#### **Instructions**

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording Uninsured Motorists Coverage issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS COVERAGE—ARKANSAS**

Part C – Uninsured Motorists Coverage is replaced by the following:

**SCHEDULE**

Uninsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
<b>Bodily Injury And Property Damage</b>	\$ each person			
	\$ each accident	\$	\$	\$
	\$ each accident	\$	\$	\$
<b>Bodily Injury Only</b>	\$ each person			
	\$ each accident	\$	\$	\$

**INSURING AGREEMENT**

A. We will pay compensatory damages which an “insured” is legally entitled to recover from the owner or operator of an “uninsured motor vehicle” because of:

1. “Bodily injury” sustained by an “insured” and caused by an accident; and
2. “Property damage” caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the “uninsured motor vehicle”.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

~~If a duly licensed automobile dealer provides a vehicle to you or a “family member” for use as a temporary substitute for any other vehicle described in the definition of “your covered auto” while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.~~

B. “Insured” as used in this endorsement means:

1. You or any “family member”.
2. Any other person “occupying” “your covered auto”.
3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies

sustained by a person described in 1. or 2. above.

C. “Property damage” as used in this endorsement means injury to or destruction of “your covered auto” (including its loss of use).

D. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any “family member”;
  - b. A vehicle which you or any “family member” are “occupying”; or
  - c. “Your covered auto”.
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent within one year of the date of the accident.

However, “uninsured motor vehicle” does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any “family member”.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.



3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designated mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

## EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
  1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
  1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
  2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
  4. For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion (B.4.) does not apply if:
    - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
    - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
- C. This coverage shall not apply directly or indirectly to benefit:
  1. Any insurer or self-insurer under any of the following or similar law:
    - a. Workers' compensation law; or

- b. Disability benefits law.
2. Any insurer of property.
- D. No payment will be made for loss paid or payable to the "insured" under Part D of the policy.
- E. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
  1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

## LIMIT OF LIABILITY

- A. The limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The limit of Property Damage Liability, if shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:
  1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  1. Part A or Part B of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

a. if a ~~A~~ duly licensed automobile dealer provides a vehicle to you or a "family member":

a. (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or

b. (2) To demonstrate the vehicle; or

b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

~~then we will provide primary insurance.~~

3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage

on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## ARBITRATION

A. If we and the "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Any decision of the arbitrators will not be binding on either party.

C. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

## Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Personal Auto Policy affording Uninsured Motorists Coverage issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE—ARKANSAS**

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

**SCHEDULE**

Benefits	Vehicle to Which Benefit Applies	Limit of Liability	Premium
<input type="checkbox"/> Medical Payments	Any "motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy  <input type="checkbox"/> _____	\$_____ per person \$_____ per "pedestrian" other than the "named insured" or any "family member".	\$_____
<input type="checkbox"/> Work Loss	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy.  <input type="checkbox"/> _____	70% of loss of gross income up to a maximum of \$140 per week for an income earner.  Up to \$70 per week for a non-income earner.	\$_____
<input type="checkbox"/> Accidental Death	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy.  <input type="checkbox"/> _____	\$5,000 per person	\$_____
Total Premium			\$_____

**I. DEFINITIONS**

The Definitions section is amended as follows:

**A.** The following definitions are replaced:**1.** "Occupying" means:

- a. In or upon;
- b. Entering into; or
- c. Alighting from.

**2.** With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:

- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto"

- which is out of normal use because of its:
- (1) Breakdown;
  - (2) Repair;
  - (3) Servicing;
  - (4) Loss; or
  - (5) Destruction.
- b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Schedule or Declarations to which work loss applies. This includes:
    - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
      - (1) Breakdown;
      - (2) Repair;
      - (3) Servicing;
      - (4) Loss; or
      - (5) Destruction.
    - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
- B. The following definitions are added:**
1. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
    - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
    - b. Vehicle operated upon rails or crawler treads; or
    - c. Vehicle located for use as a residence or premises.
  2. "Named insured" means the person named in the Declarations.
3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
    - a. Motorcycle; or
    - b. Vehicle operated by human or animal power.
  4. "Private passenger auto" means a "motor vehicle" which is a:
    - a. Private passenger;
    - b. Station wagon; or
    - c. Jeep type; automobile.
  5. "Private passenger motor vehicle" means a "motor vehicle" which is a:
    - a. "Private passenger auto".
    - b. Pickup or van not customarily used for:
      - (1) Occupational;
      - (2) Professional; or
      - (3) Business;
 purposes, other than farming or ranching.
    - c. Motorcycle.

However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public or livery conveyance for passengers.
- C. "Insured" as used in this endorsement means:**
1. The "named insured" or any "family member" who sustains "bodily injury" while:
    - a. "Occupying"; or
    - b. A "pedestrian" struck by; a "motor vehicle".
  2. Any other person who sustains "bodily injury":
    - a. While:
      - (1) "occupying"; or
      - (2) A "pedestrian" struck by; "your covered auto".
    - b. While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:

- (1) Use of such "motor vehicle" by the "named insured";
- (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
- (3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this provision **(2.b.)** does not apply to work loss or accidental death.

## II. PERSONAL INJURY PROTECTION COVERAGE

### INSURING AGREEMENT

- A. We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Schedule or Declarations.

~~If a duly licensed automobile dealer provides a "motor vehicle" to the "named insured's" or a "family member" for use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:~~

- ~~1. Breakdown;~~
- ~~2. Repair; or~~
- ~~3. Servicing;~~

~~personal injury protection benefits shall extend to such loaned "motor vehicle" only to the extent of the coverage provided, if any, to the "your covered auto" being repaired or serviced.~~

- B. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:

- a. Medical, hospital, x-ray, profession nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
- b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

### 2. Work loss.

- a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
- b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

### EXCLUSIONS

- A. We will not provide Personal Injury Protection Coverage for "bodily injury":

1. Sustained by any "insured" while:
  - a. Operating "your covered auto" without the "named insured's" express or implied consent; or
  - b. Not in lawful possession of "your covered auto".
2. Due to:
  - a. War (declared or undeclared);
  - b. Civil war;

- c. Insurrection;
  - d. Rebellion or revolution; or
  - e. Any act or condition incident to any of the above.
3. Resulting from the:
- a. Radioactive;
  - b. Toxic;
  - c. Explosive; or
  - d. Other hazardous;
- properties of nuclear material.
- B.** We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are in whole or in part, paid or payable under any of the following or similar law:
- 1. Workers' compensation law; or
  - 2. Employer's disability law.
- C.** We do not provide coverage for work loss or accidental death sustained by:
- 1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of;
 the "named insured".
  - 2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of;
 the "named insured" or that "family member".
  - 3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
  - 4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides

personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

- D.** We will not provide coverage for medical payments for "bodily injury" sustained by:
- 1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of;
 the "named insured".
  - 2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of;
 the "named insured" or that "family member".
  - 3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of;
 the "named insured" or any "family member".
  - 4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
  - 5. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
  - 6. Any "insured" other than the "named insured" or any "family member":
    - a. While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:

- (1) Selling;
  - (2) Repairing;
  - (3) Servicing;
  - (4) Storing; or
  - (5) Parking;
- "motor vehicles".

- b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. this exclusion (6.b.) does not apply to "bodily injury" resulting from the operation or occupancy of a:

- (1) "Private passenger auto"; or
- (2) Trailer used with such "private passenger auto" or "your covered auto";

by the "named insured" or his private chauffeur or domestic servant.

- 7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle".

## PAYMENT OF BENEFITS

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

## COORDINATION OF COVERAGE

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

## LIMIT OF LIABILITY

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

- 1. "Insureds";
- 2. Policies or bonds applicable;
- 3. Claims made; or
- 4. "Your covered autos".

## OTHER INSURANCE

- A. Any insurance we provide for medical payments:

- 1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
- 2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.

- B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

- 1. if a ~~A~~ duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

- ~~1. a.~~ For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:

~~a.~~ (1) Breakdown;

~~b.~~ (2) Repair; or

~~c.~~ (3) Servicing; or

- ~~2. b.~~ To demonstrate the "motor vehicle"; or

- 2. The "motor vehicle" is rented or leased by you or a "family member"

from a rental company for a period not more than 90 days.

~~then we will provide primary insurance.~~

- C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.
- D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:
1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Schedule or Declarations exceeds the applicable limits of liability of all other insurance.
  2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
    - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
    - b. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

1. ~~if a~~ A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
  - ~~4.~~ a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
    - ~~a.~~ (1) Breakdown;
    - ~~b.~~ (2) Repair; or
    - ~~c.~~ (3) Servicing; or
  - ~~2.~~ b. To demonstrate the "motor vehicle"; or
2. The "motor vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

~~then we will provide primary insurance.~~

### III. PART E—DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

- A. Duties ~~A.~~ and ~~B.3.~~ are replaced by the following:
- A. We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.
  - B. A person seeking Personal Injury Protection Coverage must:
    3. Submit, as often as we reasonably require, to physical and mental exams by physicians we select. We will pay these exams.
- B. The following duties are added:
- A person seeking Personal Injury Protection Coverage must:
1. Give us written proof of claim, under oath if required. This proof of claim must include:
    - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
    - b. Any other information which may assist us in determining the amount due and payable.
  2. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
  3. Promptly send us copies of:
    - a. The summons and complaint; or
    - b. Other process;served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

### IV. PART F—GENERAL PROVISIONS

Part F is amended as follows:

- A. The Our Right To Recover Payment provision is amended as follows:



## **OUR RIGHT TO RECOVER PAYMENT**

1. This provision does not apply to accidental death.
2. Paragraph **A.** of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a. Hold in trust for us such rights of recovery;
- b. Do nothing after loss to prejudice them;
- c. Do what ever is necessary to secure these rights; and
- d. Execute and deliver to us any instructions and papers as may be appropriate to secure that person's and our rights.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

3. The following is added to paragraph **B.:**

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

- a. The person or organization causing "bodily injury";
- b. That person's agent or insurer; or
- c. A court having jurisdiction in the matter.

- B.** Paragraph **B.** of the Policy Period And Territory provision is replaced by the following:

### **POLICY PERIOD AND TERRITORY**

- B.** The policy territory is:

1. The United States of America, its territories and possessions; or
2. Canada.

## **Instructions**

The provision of this endorsement must be attached to, incorporate in or overprinted upon every Personal Auto Policy affording Personal Injury Protection Coverage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE—ARKANSAS**

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

**SCHEDULE**

Benefits	Vehicle to Which Benefit Applies	Limit of Liability	Premium
<input type="checkbox"/> Medical Payments	Any "motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part <b>A</b> of this policy  <input type="checkbox"/> _____	\$_____ per person \$_____ per "pedestrian" other than the "named insured" or any "family member".	\$_____
<input type="checkbox"/> Work Loss	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part <b>A</b> of this policy.  <input type="checkbox"/> _____	70% of loss of gross income up to a maximum of \$140 per week for an income earner.  Up to \$70 per week for a non-income earner.	\$_____
<input type="checkbox"/> Accidental Death	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part <b>A</b> of this policy.  <input type="checkbox"/> _____	\$5,000 per person	\$_____
Total Premium			\$_____

**I. DEFINITIONS**

The Definitions section is amended as follows:

**A.** The following definitions are replaced:**1.** "Occupying" means:

- a.** In or upon;
- b.** Entering into; or
- c.** Alighting from.

**2.** With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:

- a.** A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto"

- which is out of normal use because of its:
- (1) Breakdown;
  - (2) Repair;
  - (3) Servicing;
  - (4) Loss; or
  - (5) Destruction.
- b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Schedule or Declarations to which work loss applies. This includes:
    - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
      - (1) Breakdown;
      - (2) Repair;
      - (3) Servicing;
      - (4) Loss; or
      - (5) Destruction.
    - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
- B. The following definitions are added:**
1. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
    - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
    - b. Vehicle operated upon rails or crawler treads; or
    - c. Vehicle located for use as a residence or premises.
  2. "Named insured" means the person named in the Declarations.
3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
    - a. Motorcycle; or
    - b. Vehicle operated by human or animal power.
  4. "Private passenger auto" means a "motor vehicle" which is a:
    - a. Private passenger;
    - b. Station wagon; or
    - c. Jeep type; automobile.
  5. "Private passenger motor vehicle" means a "motor vehicle" which is a:
    - a. "Private passenger auto".
    - b. Pickup or van not customarily used for:
      - (1) Occupational;
      - (2) Professional; or
      - (3) Business;
 purposes, other than farming or ranching.
    - c. Motorcycle.

However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public or livery conveyance for passengers.
- C. "Insured" as used in this endorsement means:**
1. The "named insured" or any "family member" who sustains "bodily injury" while:
    - a. "Occupying"; or
    - b. A "pedestrian" struck by; a "motor vehicle".
  2. Any other person who sustains "bodily injury":
    - a. While:
      - (1) "occupying"; or
      - (2) A "pedestrian" struck by; "your covered auto".
    - b. While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:

- (1) Use of such "motor vehicle" by the "named insured";
- (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
- (3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this provision **(2.b.)** does not apply to work loss or accidental death.

## II. PERSONAL INJURY PROTECTION COVERAGE

### INSURING AGREEMENT

- A. We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:
1. Be caused by an accident; and
  2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Schedule or Declarations.

- B. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:
1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
    - a. Medical, hospital, x-ray, profession nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
    - b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work loss.

- a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
- b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

### EXCLUSIONS

- A. We will not provide Personal Injury Protection Coverage for "bodily injury":
1. Sustained by any "insured" while:
    - a. Operating "your covered auto" without the "named insured's" express or implied consent; or
    - b. Not in lawful possession of "your covered auto".
  2. Due to:
    - a. War (declared or undeclared);
    - b. Civil war;
    - c. Insurrection;
    - d. Rebellion or revolution; or
    - e. Any act or condition incident to any of the above.
  3. Resulting from the:
    - a. Radioactive;
    - b. Toxic;
    - c. Explosive; or
    - d. Other hazardous; properties of nuclear material.

**B.** We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are in whole or in part, paid or payable under any of the following or similar law:

1. Workers' compensation law; or
2. Employer's disability law.

**C.** We do not provide coverage for work loss or accidental death sustained by:

1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:

- a. Owned by; or
- b. Furnished or available for the regular use of;

the "named insured".

2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:

- a. Owned by; or
- b. Furnished or available for the regular use of;

the "named insured" or that "family member".

3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

**D.** We will not provide coverage for medical payments for "bodily injury" sustained by:

1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:

- a. Owned by; or
- b. Furnished or available for the regular use of;

the "named insured".

2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:

- a. Owned by; or
- b. Furnished or available for the regular use of;

the "named insured" or that "family member".

3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:

- a. Owned by; or
- b. Furnished or available for the regular use of;

the "named insured" or any "family member".

4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.

5. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.

6. Any "insured" other than the "named insured" or any "family member":

- a. While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:

- (1) Selling;
- (2) Repairing;
- (3) Servicing;
- (4) Storing; or
- (5) Parking;

"motor vehicles".

- b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or

occupation not described in **6.a.** this exclusion (**6.b.**) does not apply to "bodily injury" resulting from the operation or occupancy of a:

- (1) "Private passenger auto"; or
- (2) Trailer used with such "private passenger auto" or "your covered auto";

by the "named insured" or his private chauffeur or domestic servant.

7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle".

### **PAYMENT OF BENEFITS**

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

### **COORDINATION OF COVERAGE**

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part **B** of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

### **LIMIT OF LIABILITY**

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "Insureds";
2. Policies or bonds applicable;
3. Claims made; or
4. "Your covered autos".

### **OTHER INSURANCE**

- A. Any insurance we provide for medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured

under another motor vehicle insurance policy providing direct benefits without regard to fault.

2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.

- B. Except as provided in **A.** above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

1. A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
  - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair; or
    - (3) Servicing; or
  - b. To demonstrate the "motor vehicle"; or
2. The "motor vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

- C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

- D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit

of liability shown in the Schedule or Declarations exceeds the applicable limits of liability of all other insurance.

2. The “named insured” or any “family member” under any other motor vehicle insurance policy. In this event:
  - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
  - b. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a “motor vehicle” you do not own if:

1. A duly licensed automobile dealer provides a “motor vehicle” to the “named insured” or a “family member”:
  - a. For use as a temporary substitute for any other “your covered auto” while it is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair; or
    - (3) Servicing; or
  - b. To demonstrate the “motor vehicle”; or
2. The “motor vehicle” is rented or leased by you or a “family member” from a rental company for a period not more than 90 days.

### III. PART E—DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

- A. Duties A. and B.3. are replaced by the following:
  - A. We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any “insureds” and witnesses.
  - B. A person seeking Personal Injury Protection Coverage must:
    3. Submit, as often as we reasonably require, to physical and mental exams by physicians

we select. We will pay these exams.

### B. The following duties are added:

A person seeking Personal Injury Protection Coverage must:

1. Give us written proof of claim, under oath if required. This proof of claim must include:
  - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
  - b. Any other information which may assist us in determining the amount due and payable.
2. At our request, furnish us with a sworn statement of earnings for the “insured” since the date of the accident and for a reasonable time before the accident.
3. Promptly send us copies of:
  - a. The summons and complaint; or
  - b. Other process;

served in connection with any legal action taken, to recover damages for “bodily injury”, against a person or organization who is or may be legally liable.

### IV. PART F—GENERAL PROVISIONS

Part F is amended as follows:

- A. The Our Right To Recover Payment provision is amended as follows:

#### OUR RIGHT TO RECOVER PAYMENT

1. This provision does not apply to accidental death.
2. Paragraph A. of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a. Hold in trust for us such rights of recovery;
- b. Do nothing after loss to prejudice them;
- c. Do what ever is necessary to secure these rights; and

- d. Execute and deliver to us any instructions and papers as may be appropriate to secure that person's and our rights.

3. The following is added to paragraph **B.**

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

- a. The person or organization causing "bodily injury";
- b. That person's agent or insurer;  
or

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

- c. A court having jurisdiction in the matter.

**B.** Paragraph **B.** of the Policy Period And Territory provision is replaced by the following:

**POLICY PERIOD AND TERRITORY**

**B.** The policy territory is:

- 1. The United States of America, its territories and possessions; or
- 2. Canada.

**Instructions**

The provision of this endorsement must be attached to, incorporate in or overprinted upon every Personal Auto Policy affording Personal Injury Protection Coverage in accordance with the provisions of the Arkansas Automobile Insurance Plan.



*SERFF Tracking Number:*      *APST-125348979*

*State:*      *Arkansas*

*Filing Company:*      *AIPSO*

*State Tracking Number:*      *EFT \$75*

*Company Tracking Number:*

*TOI:*      *19.0 Personal Auto*

*Sub-TOI:*      *19.0001 Private Passenger Auto (PPA)*

*Product Name:*      *AR 07-03*

*Project Name/Number:*      *Personal Auto Policy/*

## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>APST-125348979</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AIPSO</i>	<i>State Tracking Number:</i>	<i>EFT \$75</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>AR 07-03</i>		
<i>Project Name/Number:</i>	<i>Personal Auto Policy/</i>		

## Rate/Rule Schedule

<b>Review Status:</b>	<b>Exhibit Name:</b>	<b>Rule # or Page #:</b>	<b>Rate Action</b>	<b>Previous State Filing Attachments Number:</b>
Approved	Exhibit D	Rules 20, 21, 27, 34, & 35	Replacement	AR 07-03.pdf



November 6, 2007

Honorable Julie Benafield Bowman, Commissioner of Insurance  
Department of Insurance  
State of Arkansas  
1200 W. Third Street  
Little Rock, AR 72201-1904

**Arkansas Automobile Insurance Plan  
Personal Auto  
January 2005 Personal Auto Policy  
AIPSO Filing No. AR 07-03**

Dear Commissioner Bowman:

On behalf of the subscribers to AIPSO, i.e., all subscribers to the Arkansas Automobile Insurance Plan, we are filing the attached amendments at the request of the Governing Committee.

**Proposed Effective Date**

The first day of the third month following the date of your approval

**Defining the Issue**

ISO has introduced the revised January 2005 edition of the Personal Auto Policy and related endorsements to replace the June 1998 edition in Arkansas.

In addition, ISO has introduced amendments in response to 2007 Ark. Acts 373 (former H.B. 2243). ARK. CODE ANN. Section 27-19-713(1) was amended to require that every motor vehicle liability, bodily injury, physical damage, uninsured, and underinsured motorist insurance policy extend coverage on a primary basis to vehicles operated by the insured if such vehicle is rented or leased from a rental company.

**Action Needed**

We respectfully request your prompt consideration and approval of this filing.

**Proposal**

We recommend the following:

1. Adopting the January 2005 edition of the Personal Auto Policy and related endorsements. We have developed the revised endorsements and manual rules to be utilized in introducing the January 2005 edition of the Personal Auto Policy to the Arkansas Automobile Insurance Plan.
2. Amending the private passenger endorsements to reflect the requirement that every motor vehicle liability, bodily injury, physical damage, UM/UIM insurance policy extend coverage on a primary basis to vehicles rented or leased from a rental company and operated by the insured individual and its occupants for a period not to exceed 90 days.

## Impact

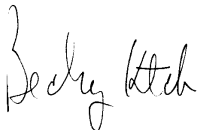
These revisions present a combination of broadening and restrictions of coverage as outlined in the attached Explanatory Memorandum.

## Attachments

- Certificate of Compliance
- EXHIBIT A Explanatory Memorandum for the January 2005 edition of the Personal Auto Policy and proposed endorsement form revisions
- EXHIBIT B Personal Auto Policy Portfolio Index  
 Sample copy of PP 00 01 01 05 Personal Auto Policy  
 This sample includes underscores and strike-through to reflect changes from the June 1998 edition. Reverse text reflects provisions that are replaced by AIP amendatory endorsements. Please note that Arkansas Automobile Insurance Plan has a separate uninsured motorists coverage endorsement (PP 04 95) which replaces Part C of the policy.  
 Copies of the proposed new and revised endorsement forms displaying changes with strike-through and underscores
- EXHIBIT C Explanatory Memorandum for proposed rule revisions
- EXHIBIT D Proposed rule revisions

Please contact the undersigned at extension 3511 if you have any questions.

Sincerely,  
 Christopher A. Young, CPCU, CCP, Director



Becky Kotch, AIS  
 Senior Product Analyst  
 Manuals and Policy Forms

pc: Ms. Suzy Sheriff, Manager—Arkansas Automobile Insurance Plan

<b>January 2005 Personal Auto Policy</b> <b>AIPSO Filing No. AR 07-03</b>
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**Proposed Changes**

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**I. General Instructions and Advisory Declarations Page****A. General Instructions**

This form provides general instructions pertaining to the Personal Auto Policy and the advisory Declarations page.

**B. Advisory Declarations Page**

The attached advisory declarations page is included in this filing for informational purposes only. It serves as a model specifying the information requirements for Plan private passenger auto policy declarations pages. Companies may elect to use their own voluntary declarations pages.

**II. POLICY CHANGES****A. PP 00 01 01 05 Personal Auto Policy**

Replaces PP 00 01 06 98

This is the same form as filed by Insurance Services Office, Inc. and approved by the Arkansas Insurance Department. Any recommended deviations for the Arkansas Automobile Insurance Plan are highlighted in italics.

**1. Definitions**

- a. The definition of "occupying" is revised to separate the phrase, "getting in, on, out, or off" from the rest of the definition to clarify meaning.
- b. The definition of "newly acquired auto" is revised to include the word "rating" after gross vehicle weight.

**2. Liability Coverage**

- a. The definition of supplementary payments is revised to clarify that payments may be paid regardless of when, or if, payments are made under the limit of liability provision.
- b. The other insurance provision is revised to clarify that any insurance provided for a nonowned auto, including any vehicle while used as a temporary substitute for "your covered auto", is excess over any other collectible insurance.

**3. Medical Payments Coverage**

- a. Exclusion 8 is revised to amend the exception to the exclusion to provide coverage for bodily injury sustained while occupying a nonowned pickup or van.

*AIPSO is not recommending this broadening of coverage for nonowned pickups and vans used in business because the Arkansas*

*Automobile Insurance Plan currently does not provide coverage for nonowned pickups and vans used for business. (See form AIP 12 63).*

- b. The other insurance provision is revised to clarify that any insurance provided for a nonowned auto, including any vehicle while used as a temporary substitute for “your covered auto”, is excess over any other collectible insurance.

#### **4. Uninsured Motorists Coverage**

- a. The consent to settle exclusion is revised to state that the insurer will not provide uninsured motorists coverage if the insured settles the bodily injury claim and such settlement prejudices the insurer’s right to recover payment.

*This change is currently approved for the Arkansas Automobile Insurance Plan.*

- b. The other insurance provision is revised to clarify that any insurance provided for a nonowned auto, including any vehicle while used as a temporary substitute for “your covered auto,” is excess over any other collectible insurance.
- c. The arbitration provision is revised to clarify that a decision agreed to by at least 2 arbitrators is binding.

*This change is not applicable for the Arkansas Automobile Insurance Plan.*

#### **5. Physical Damage Coverage**

- a. The transportation expenses provision is being revised editorially to clarify the conditions and time period for which coverage applies.

*This change is not applicable for the Arkansas Automobile Insurance Plan. (See form AIP 12 63).*

- b. The Exclusions are amended to
  - (1) provide coverage for electronic equipment that reproduces, receives, or transmits audio, visual, or data signals and is permanently installed. This includes navigation systems and internet access systems. This change updates coverage to apply to all permanently installed equipment and eliminates reference to outdated removable sound reproducing equipment.
  - (2) delete reference to accessories to avoid the implication that coverage is provided under the policy for tapes, records, or disks that remain specifically excluded under Exclusion 5.
- c. The limit of liability provision has been revised to
  - (1) increase the current \$500 limit for physical damage for nonowned trailers to \$1,500.

*AIPSO is not recommending this broadening of coverage. (See form AIP 12 63).*

- (2) limit coverage to a separate sub-limit of \$1,000 for electronic equipment that reproduces, receives, or transmits audio, visual, or data signals and is permanently installed, but not in the location used by the auto manufacturer.

- d. The appraisal provision is revised to clarify that the appraiser must be impartial.

#### **6. Duties After an Accident or Loss**

This provision is revised to state that the insurer can deny coverage because of failure to comply with the “duties” only if the failure is prejudicial to the insurer.

### **III. ENDORSEMENTS**

#### **A. AIP 03 28 04 07 Trailer/Camper Body Coverage (Maximum Limit of Liability)**

Replaces AIP 03 28 06 98

This form is revised editorially to update the references to the exclusions contained in the new edition of the Personal Auto Policy.

*This is the same change as filed and approved for Insurance Services Office, Inc.*

#### **B. AIP 10 92 04 07 Extended Non-Owned Coverage—Vehicles Furnished or Available for Regular Use**

Replaces PP 03 06 06 94

This form is revised to

1. provide an option to extend liability and medical payments coverages to family members (for use of vehicles furnished or available for regular use of the named individual).
2. amend exclusion A.7 of liability coverage and exclusion 8 of medical payments coverage to provide the same coverage for nonowned pickups and vans used in business that the Arkansas Automobile Insurance Plan currently provides.

#### **C. AIP 10 93 04 07 Extended Non-Owned Coverage—Vehicles Furnished or Available for Use as Public or Livery Conveyances**

This form is introduced to provide an option to extend liability and medical payments coverages to family members (for operation of vehicles furnished or available for regular use of the named individual as a public or livery conveyance).

#### **D. AIP 11 01 10 06 Suspension of Insurance**

Replaces AIP 11 01 08 86

This form is revised to

1. replace reference to “all autos” with “owned and nonowned autos” in the Schedule; and
2. eliminate the exception that provides coverage for the maintenance and testing of autos on the insured’s property in the lead-in.

*This is the same change as filed and approved for Insurance Services Office, Inc.*

**E. AIP 11 02 10 06      Reinstatement of Insurance**

Replaces AIP 11 02 08 86

This form is revised to replace reference to “all autos” with “owned and nonowned autos” in the Schedule.

**F. AIP 11 48 10 06      Customizing Equipment Coverage**

Replaces AIP 11 48 06 98

This form is revised editorially to update the references to the exclusions contained in the new edition of the Personal Auto Policy.

*This is the same change as filed and approved for Insurance Services Office, Inc.*

**G. AIP 11 53 10 07      Miscellaneous Type Vehicle Endorsement**

Replaces AIP 11 53 06 98

This form is revised under Part D—Coverage for Damage to your Auto (1) to revise the Limit of Liability provision to limit basic coverage to \$1,000 for excess sound reproducing equipment installed in locations not used by the manufacturer for the installation of sound reproducing equipment or accessories. This language was included in the June 1998 Personal Auto Policy Explanatory Memorandum but was inadvertently omitted from the specimen copy of the endorsement; and (2) to update the references to the exclusions contained in the new edition of the Personal Auto Policy.

**H. AIP 12 63 10 07      Amendment of Policy Provisions—Arkansas**

Replaces AIP 12 63 10 03

This form is revised as follows:

1. Under the Definitions section, the definition of “your covered auto” pertaining to a temporary substitute vehicle with respect to Coverage for Damage to Your Auto is deleted.
2. Under Section II. Part A—Liability Coverage
  - a. the Insuring Agreement provision is amended to remove language limiting coverage for temporary substitute vehicles provided by a licensed automobile dealer to the extent of coverage provided to the automobile being repaired or serviced.
  - b. the Other Insurance provision is amended to state that primary insurance will be provided for a vehicle you do not own if it is provided



as a temporary substitute vehicle by a licensed dealer or leased/rented for a period not more than 90 days.

3. Under Section III. Part B—Medical Payments Coverage

- a. the Insuring Agreement provision is amended (1) to retain the current exclusion 8 for medical payments coverage. This broadening of coverage for nonowned pickups and vans used in business is not appropriate since we currently do not provide coverage for nonowned pickups and vans used for business; and (2) to remove language limiting coverage for temporary substitute vehicles provided by a licensed automobile dealer to the extent of coverage provided to the automobile being repaired or serviced.
- b. the Other Insurance provision is amended to state that primary insurance will be provided for a vehicle you do not own if it is provided as a temporary substitute vehicle by a licensed dealer or leased/rented for a period not more than 90 days.

4. Under Section V. Part D—Coverage for Damage to Your Auto

- a. the Insuring Agreement provision is amended (1) to remove language limiting coverage for temporary substitute vehicles provided by a licensed automobile dealer to the extent of coverage provided to the automobile being repaired or serviced; and (2) to delete the exception for a temporary substitute vehicle under the definition of nonowned auto.
- b. to track the electronic equipment language contained in the new edition of the Personal Auto Policy.
- c. the Other Sources of Recovery provision is amended to state that primary insurance will be provided for a vehicle you do not own if it is provided as a temporary substitute vehicle by a licensed dealer or leased/rented for a period not more than 90 days.
- d. the Appraisal provision is amended to clarify that the appraiser must be impartial.

In addition, this form has been revised editorially to track the format of the new edition of the Personal Auto Policy.

I. **AIP 13 03 10 07      Named Non-Owner Coverage—Arkansas**  
Replaces AIP 13 03 06 98

This form is revised to

1. include a coverage option to apply to the spouse and family member of the named individual.
2. include an option to buy-back coverage for vehicles furnished or available for the regular use of the named individual.
3. include a definition of “family member” for named nonowner coverage and revise the definition of “you” and “your” for clarity.

4. amend the definition of “your covered auto” to clarify that it means a newly acquired auto and not an owned auto.
5. amend the definitions of insured to limit coverage to the named individual, only when the family members coverage option is not selected in the Schedule or Declarations.
6. exclude liability and medical payments coverages for the ownership, maintenance, or use of any vehicle, other than “your covered auto” that is furnished or available for regular use if the buy-back is not elected.
7. amend the limit of liability provision of Part B to add reference to limits included in the Schedule of this endorsement.

**J. PP 03 09 01 05      Single Liability Limit**  
Replaces PP 03 09 06 98

This form is revised editorially to reference “minimum” limits.

*This is the same form as filed and approved for Insurance Services Office, Inc.*

**K. PP 04 34 10 07      Underinsured Motorists Coverage—Arkansas**  
Replaces PP 04 34 01 05

The Insuring Agreement provision is amended to remove language limiting coverage for temporary substitute vehicles provided by a licensed automobile dealer to the extent of coverage provided to the automobile being repaired or serviced.

The Other Insurance provision is amended to state that primary insurance will be provided for a vehicle you do not own if it is provided as a temporary substitute vehicle by a licensed dealer or leased/rented for a period not more than 90 days.

*This is the same form as filed and approved for Insurance Services Office, Inc.*

**L. PP 04 95 10 07      Uninsured Motorists Coverage—Arkansas**  
Replaces PP 04 95 11 05

The Insuring Agreement provision is amended to remove language limiting coverage for temporary substitute vehicles provided by a licensed automobile dealer to the extent of coverage provided to the automobile being repaired or serviced.

The Other Insurance provision is amended to state that primary insurance will be provided for a vehicle you do not own if it is provided as a temporary substitute vehicle by a licensed dealer or leased/rented for a period not more than 90 days.

*This is the same form as filed and approved for Insurance Services Office, Inc.*

**M. PP 05 82 10 07      Personal Injury Protection Coverage—Arkansas**  
Replaces PP 05 82 06 94

The Insuring Agreement provision is amended to remove language limiting coverage for temporary substitute vehicles provided by a licensed automobile dealer to the extent of coverage provided to the automobile being repaired or serviced.

The Other Insurance provision is amended to state that primary insurance will be provided for a vehicle you do not own if it is provided as a temporary substitute vehicle by a licensed dealer or leased/rented for a period not more than 90 days.

*This is the same form as filed and approved for Insurance Services Office, Inc.*

**PORTFOLIO INDEX**

PP 00 01 01 05 Personal Auto Policy

**Endorsement Forms**

AIP 03 28 04 07 Trailer/Camper Body Coverage (Maximum Limit of Liability)

AIP 10 03 08 86 Loss Payable Clause - *unchanged*

AIP 10 04 08 86 Change Endorsement - *unchanged*

AIP 10 92 04 07 Extended Non-Owned Coverage—Vehicles Furnished or Available for  
Regular Use

AIP 10 93 04 07 Extended Non-Owned Coverage—Vehicles Furnished or Available for  
Use as Public or Livery Conveyances - *introduced*

AIP 11 01 10 06 Suspension of Insurance

AIP 11 02 10 06 Reinstatement of Insurance

AIP 11 48 10 06 Customizing Equipment Coverage

AIP 11 53 10 07 Miscellaneous Type Vehicle Endorsement

AIP 11 88 05 02 Coverage for Damage to Your Auto Exclusion Endorsement -  
*unchanged*

AIP 12 63 10 07 Amendment of Policy Provisions—Arkansas

AIP 13 03 10 07 Named Non-Owner Coverage—Arkansas

PP 03 09 01 05 Single Liability Limit

PP 03 19 08 86 Additional Insured - Lessor - *unchanged*

PP 03 26 06 94 Liability Coverage Exclusion Endorsement – *unchanged*

PP 04 34 10 07 Underinsured Motorists Coverage—Arkansas

PP 04 95 10 07 Uninsured Motorists Coverage—Arkansas

PP 05 82 10 07 Personal Injury Protection Coverage—Arkansas

PP 13 85 06 03 Arkansas Notice - *unchanged*

**EXPLANATORY MEMORANDUM  
RULE AMENDMENTS**

**Rule 20. DEFINITIONS**

This Rule is amended to clarify the definition of trailer.

**Rule 21. PREMIUM DEVELOPMENT**

Paragraph C is amended to track the change to Rule 20.

**Rule 27. EXTENDED NONOWNED AUTO COVERAGE**

This Rule is amended to

- introduce the option of excluding coverage for public or livery conveyances
- delete the rating provisions for garage employees currently available under this rule. Coverage for this exposure cannot be bought back under the new extended nonowned coverage endorsements.
- revise the premium development provisions to charge the same factors as filed and approved for Insurance Services Office, Inc (ISO).

**Rule 34. NAMED NONOWNER COVERAGE**

This Rule is been amended to

- clarify and simplify the rule;
- reflect the option to exclude coverage for autos furnished or available for the insured's regular use. The rating factors proposed for this option are 33% lower than the current rating factors that contemplate coverage for furnished or available autos. This relativity tracks the ISO relativity for this option.
- state that coverage may be purchased for a resident relative of the named individual.

**Rule 35. TRAILERS AND CAMPER BODIES**

This Rule is amended to

- clarify that the physical damage rates for trailers and camper bodies are developed on an actual cash value basis;
- introduce a comprehensive and collision rate for all trailers, other than travel trailers or camper trailers, based on ISO loss costs;
- track the ISO factors/rates for this coverage.

**ARKANSAS AUTOMOBILE INSURANCE PLAN**  
**(Struck-out matter—deleted; Underlined matter—new)**

**EXHIBIT D**  
**Page 1 of 4**

**Rule 20. DEFINITIONS**

Paragraph **C** is amended as follows:

**C. ~~Recreational~~ Trailers**

A movable structure ~~equipped as mobile living quarters (with or without bathroom facilities), identified by the manufacturer as a travel or camper trailer, constructed on a chassis with a wheeled running gear, not self-propelled and designed to be towable by a private passenger auto as defined above provided it is used for the purpose of travel, recreation, and vacation; and the owner maintains a separate and permanent residence other than the recreational trailer.~~

**Rule 21. PREMIUM DEVELOPMENT**

Paragraph **C** is amended as follows:

**C. ~~Recreational~~ Trailers and Camper Bodies—  
Bodily Injury and Physical Damage Coverage**

Refer to Rule 35.

**Rule 27 is retitled and amended as follows:**

**Rule 27. EXTENDED NONOWNED AUTO  
COVERAGE—PERSONAL AUTO  
COVERAGE**

**A. Coverage**

~~Extended nonowned auto coverage extends coverage to autos furnished or available for the insured's regular use, subject to the terms of the policy. A Personal Auto Policy may be endorsed to provide extended nonowned auto coverage to an individual described below:~~

**B. Premium Development—Bodily Injury and  
Property Damage Liability and Medical  
Payments Coverage**

**1. Autos Furnished or Available for Regular Use—  
Excluding Use as Public or Livery Conveyances**

Apply the following factor to the premium that would apply if the insured owned the auto furnished or available for his or her regular use. If the furnished or available auto has coverage that extends to the insured on a primary basis, use the excess coverage factor. Otherwise, use the primary coverage factor.

	<b><u>Excess Coverage</u></b>	<b><u>Primary Coverage</u></b>
--	-----------------------------------	------------------------------------

<u>Named Individual</u>	<u>.12</u>	<u>.90</u>
-------------------------	------------	------------

	<b><u>Excess Coverage</u></b>	<b><u>Primary Coverage</u></b>
--	-----------------------------------	------------------------------------

<u>Named Individual and Resident Relatives (including Named Individual's Spouse)</u>	<u>.13</u>	<u>1.00</u>
--------------------------------------------------------------------------------------------------	------------	-------------

Attach the Extended Non-Owned Coverage—  
Vehicles Furnished Or Available For Regular  
Use endorsement

**2. Autos Furnished or Available for Regular Use—  
Including Use as Public or Livery Conveyances**

a. Apply the following factor to the premium  
that would apply if the insured owned the  
auto furnished or available for his or her  
regular use:

<u>Named Individual</u>	<u>.50</u>
-------------------------	------------

<u>Named Individual and Resident Relatives (including Named Individual's Spouse)</u>	<u>.60</u>
----------------------------------------------------------------------------------------------	------------

b. Primary liability insurance must be in effect  
for any nonowned autos furnished or  
available for use a public or livery  
conveyances.

c. Attach the Extended Non-Owned  
Coverage—Vehicles Furnished Or Available  
For Use As Public Or Livery Conveyances  
endorsement.

~~A. The individual named in the policy, the spouse if a  
resident of the same household, or a resident  
individual who is furnished an auto for regular use  
but who is neither a federal employee nor employed  
by a garage~~

~~1. when no primary liability insurance is in effect on  
the auto, charge 50% of the bodily injury and  
property damage liability premium for the  
highest rated auto which would apply if the  
furnished auto were being specifically insured  
as an owned auto by the individual;~~

~~2. when there is primary liability insurance in effect  
on the auto, or in all situations not otherwise  
provided for in this Rule, charge the premiums  
per person shown below:~~

	<b><u>Person Named</u></b>	<b><u>Bodily Injury \$25,000/50,000</u></b>	<b><u>Property Damage \$25,000</u></b>
<u>Named Insured or Spouse</u>		<u>\$4</u>	<u>\$1</u>
<u>Resident Individual</u>		<u>—8</u>	<u>2</u>

**ARKANSAS AUTOMOBILE INSURANCE PLAN**  
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**EXHIBIT D**  
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**Note:** ~~The rate for resident individual shall be subject to a minimum charge of \$4 bodily injury, \$25,000/50,000 limits, and \$1 property damage, \$25,000 limit for the period of coverage.~~

B. ~~If the named insured, resident spouse, or resident individual is furnished an auto for regular use in the business of the United States Government, charge the premiums per person shown below, provided coverage is limited in accordance with the applicable endorsement:~~

<b>Person</b>	<b>Bodily Injury</b>	<b>Property Damage</b>
<b><del>Named</del></b>	<b><del>\$25,000/50,000</del></b>	<b><del>\$25,000</del></b>
<del>Named Insured or Spouse</del>	<del>\$4</del>	<del>\$1</del>
<del>Resident Individual</del>	<del>—8</del>	<del>—2</del>

C. ~~If the named insured, resident spouse, or resident individual is furnished an auto for regular use and is employed by a garage~~

- ~~1. when the garage has no liability insurance, charge the Class 3 Private Passenger rate for the territory in which the risk is located;~~
- ~~2. when garage has liability insurance, refer to Rule 2.~~

**Rule 34 is retitled and amended as follows:**

**Rule 34. NAMED NONOWNER COVERAGE**

**Bodily Injury and Property Damage Liability Coverage**

A. ~~This Rule applies to natural persons who do not own an auto. does not apply to the following types of risks:~~

- ~~1. Finance companies and banks, for the repossession and resale of financed autos~~
- ~~2. Garages, for the operation of any autos~~
- ~~3. Autos hired under long-term contract~~

B. Coverage may be afforded to ~~A policy may be written to cover a named individual or named individuals, if residents of the same household spouse, and resident relatives of the named individual, for the operation by either of nonowned autos or the presence of either or both in any such auto, subject to the following provisions:~~

- ~~1. If an auto without primary liability insurance for the named insured or spouse is furnished or available for the regular use of the named~~

~~insured or spouse, the minimum premium shall be 50% of the specified auto rate for such auto.~~

2. Rate ~~garage employees shall be rated the same as other individuals when their duties do not involve the operation of autos in a garage business. Apply the N5, N5-FR, N6, or N6-FR classification when the exposure involves the operation of autos in a garage business, the classification designation N5, N5-FR, or N6 or N6-FR shall apply.~~

3. ~~An individual who is not subject to the requirements of a financial responsibility law may be afforded coverage for the operation of an auto owned by a member of the household provided there is no automobile liability insurance afforded such individual on a direct primary basis. For individuals eligible for this extension of coverage, the rates shall be the same as those applying to an individual for whom a financial responsibility filing is required.~~

4. ~~If the named nonowner is an official or employee of a governmental agency (federal, state, or any political subdivision) and autos are furnished for the regular use of such individual, the minimum premium of 50% of the specified auto rate shall not apply, provided satisfactory evidence is furnished that his employer will directly protect the interest of and satisfy claims against the insured for the use of such autos. All other provisions of this Rule apply to such individuals.~~

C. ~~The bodily injury and property damage liability rates for named nonowner policies shall be determined on the basis of the following classification chart:~~

<b>Description of Driver and Usage</b>			<b>Class</b>
Business Use	Public or Livery Conveyance Autos <u>Vehicles</u>		N8 or N8-FR
	Commercial Autos <u>Vehicles</u>		N7 or N7-FR
	Private Passenger Type Autos <u>Vehicles</u>	Male Operator Under 25 Years of Age	N1 or N1-FR
		No Male Operator Under 25 Years of Age	N2 or N2-FR
Pleasure Use	Male Operator Under 25 Years of Age		N3 or N3-FR
	No Male Operator Under 25 Years of Age		N4 or N4-FR

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Description of Driver and Usage		Class
Garage Employee	Covered Under a Garage Policy	N5 or N5-FR
	Not Covered Under a Garage Policy	N6 or N6-FR

1. Classifications N1-FR through N8-FR apply to risks required to file evidence of financial responsibility.
2. Definitions ~~The terms used in the classification descriptions in this Rule shall mean the following:~~
  - a. "Male operator under 25 years of age" means a male applicant under 25 years of age or the spouse of a female applicant if a resident in the same household.
  - b. "Business use" means that the use of an auto is required by or customarily involved in the duties of the applicant or spouse, if a resident in the same household, in his or her occupation, profession, or business other than going to or from his or her principal place of occupation, profession, or business.
  - c. "Garage business" means the use of an auto in the business of an auto sales agency, repair shop, service station, storage garage, or public parking place.

**D. Premium Development—Bodily Injury and Property Damage Liability Coverage** ~~The bodily injury and property damage rates for named nonowner policies are determined in accordance with the following table on the basis of the classification, as determined in accordance with C above,~~

1. For each individual, apply the factor shown in the table below for the applicable class as determined in paragraph C above to the Class 3 Private Passenger Bodily Injury and Property Damage Liability rates for the territory in which the named insured resides, subject to a minimum premium of \$14 bodily injury, \$25,000/50,000 limits and \$6 property damage \$25,000 limit:

**Percentage of the Class 3 Private Passenger Rate  
for the Territory in Which the  
Named Insured Resides**

Class	<u>Exclusion for Autos Furnished or Available for Regular Use Does not Apply</u>	<u>Exclusion for Autos Furnished or Available for Regular Use Does Apply</u>
	Rate	
N1	.85%	.57
N2	.75	.50
N3	.45	.30
N4	.30	.20
N5	1.00	.67
N6	2.00	1.34
N7	1.00	.67
N8	1.70	1.14

Class	<u>Exclusion for Autos Furnished or Available for Regular Use Does not Apply</u>	<u>Exclusion for Autos Furnished or Available for Regular Use Does Apply</u>
	Rate	
N1-FR	1.20%	.80
N2-FR	1.05	.70
N3-FR	1.20	.80
N4-FR	.85	.57
N5-FR	2.25	1.51
N6-FR	2.25	1.51
N7-FR	1.25	.84
N8-FR	2.40	1.61

**2. Minimum Premium**

- a. If the exposure includes any other auto without primary liability insurance for the named individuals, the minimum premium is 50% of the specified auto rate for such auto.
- b. If the named nonowner is an official or employee of a governmental agency (federal, state, or any political subdivision) and autos are furnished for the regular use of such individual, the minimum premium of 50% of the specified auto rate shall not apply, provided satisfactory evidence is furnished that his employer will directly protect the interest of and satisfy claims against the insured for the use of such



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**EXHIBIT D**  
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autos. All other provisions of this Rule apply to such individuals.

- c. For all other exposures, the minimum premium is \$14 bodily injury and \$6 property damage for basic limits.

~~E~~3. If additional charges for accidents and convictions (Rule 3) apply, increase the rates determined above by the appropriate percentage. Additional charges are not applicable to the minimum policy premium.

~~F. If a certified risk—financial responsibility filing (Rule 4) is required, the rates determined above are increased by the appropriate percentage.~~

E. Attach the Named Nonowner Coverage endorsement to the policy.

**Rule 35 is retitled** as follows:

**Rule 35. RECREATIONAL TRAILERS AND CAMPER BODIES**

*Paragraph C is amended as follows:*

**C. Physical Damage**

1. All physical damage coverages are to be written subject to a deductible in accordance with the Extent of Coverage Section (Section 5) of the Plan. The coverage will be written on an Actual Cash Value basis. Determine the value, including the value of any additional facilities or equipment. Additional facilities or equipment may include cooking, dining, sleeping, plumbing or refrigeration facilities, rooftop air conditioners, awnings, cabanas, or other equipment designed to be used with the trailer or camper body.
2. For all model years, assign a symbol based on the Actual Cash Value amount determined in 1 above using the tables on pages 1 and 2 of the Symbol and Identification Manual corresponding to the model year of the trailer or camper body.

Refer to the rate schedules to determine base rates for the appropriate symbol and model year of the trailer or camper body and its facilities and equipment.

3. ~~Multiply the appropriate private passenger auto rates by the following percentage:~~

a. ~~Pleasure Use Only—50%~~

b. ~~All Others—100%~~

4. Travel Trailers, Camper Trailers, and Camper Bodies

Multiply the private passenger auto physical damage rates based on the model year of the trailer or camper body and the symbol determined above by the following factor:

**Pleasure Use**

0.35

**Business Use or Driven to or from Work or School**

1.00

5. All Other Trailers

Charge the following rate for each \$100 of Actual Cash Value or fraction thereof:

	<b><u>Deductible</u></b>	<b><u>Rate per \$100</u></b>
<u>Comprehensive</u>	<u>\$100</u>	<u>\$3.32</u>
<u>Collision</u>	<u>\$100</u>	<u>\$3.39</u>

46. If different deductibles (Rule 32) apply, multiply the rates determined above by the appropriate factor.

~~5~~7. If additional charges (Rule 3) for accidents and convictions apply, increase the comprehensive and collision rates determined above by the appropriate percentage. Additional charges are not applicable to the minimum premium.

6. Attach the Trailer/Camper Body Coverage (Maximum Limit of Liability) endorsement to the policy.

*SERFF Tracking Number:*      *APST-125348979*

*State:*      *Arkansas*

*Filing Company:*      *AIPSO*

*State Tracking Number:*      *EFT \$75*

*Company Tracking Number:*

*TOI:*      *19.0 Personal Auto*

*Sub-TOI:*      *19.0001 Private Passenger Auto (PPA)*

*Product Name:*      *AR 07-03*

*Project Name/Number:*      *Personal Auto Policy/*

## **Supporting Document Schedules**

**Satisfied -Name:**      Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved      11/08/2007

**Comments:**

**Attachment:**

Cert of Compliance.pdf

# ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)

FORM SELF CERT



I, Christopher A Young, Director, Manuals and Policy Forms of  
(Name) (Title of Authorized Officer)  
AIPSO  
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- Arkansas Code Annotated;
- Arkansas Rules and Regulations;
- Arkansas Insurance Bulletins, Directives and Orders;
- Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate

corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? (Yes or No) ► Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #
AIPSO	N/A

Company Tracking Number AR 07-03

Signature of Authorized Officer ►	
Name of Authorized Officer ►	Christopher A. Young
Title of Authorized Officer ►	Director, Manuals and Policy Forms
Email address of Authorized Officer ►	<a href="mailto:Chris.Young@aipso.com">Chris.Young@aipso.com</a>
Telephone # of Authorized Officer ►	401-946-2310 ext. 1319 Date ► 11/6/2007

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3<sup>rd</sup> St., Little Rock, AR 72201, telephone: 501-371-2800, or email: [information.pnc@arkansas.gov](mailto:information.pnc@arkansas.gov) AID PC SelfCert (4/30/03)